

**Exhibit 1-B**  
**Farrell Claim No. 1353**

B 10 (Official Form 10) (12/11)

<b>UNITED STATES BANKRUPTCY COURT</b> _____ <b>DISTRICT OF</b> _____		<b>PROOF OF CLAIM</b>
Name of Debtor: <u>GMAC MORTGAGE LLC</u>	Case Number: <u>12-12032</u>	RECEIVED  OCT 19 2012  KURTZMAN CARSON CONSULTANTS
NOTE: Do not use this form to make a claim for an administrative expense that arises after the bankruptcy filing. You may file a request for payment of an administrative expense according to 11 U.S.C. § 503.		
Name of Creditor (the person or other entity to whom the debtor owes money or property): <u>PATRICK FARRELL</u>		<b>COURT USE ONLY</b>  <input type="checkbox"/> Check this box if this claim amends a previously filed claim.  Court Claim Number: _____ (If known)  Filed on: _____
Name and address where notices should be sent: <div style="text-align: center;"> <b>PATRICK FARRELL</b>  <b>2904NW14TH TERRACE</b>  <b>CAPE CORAL, FL. 33993</b> </div>		
Telephone number: <u>239-214-0517</u>	email: <u>P.Farrell13@yahoo.com</u>	<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to this claim. Attach copy of statement giving particulars.
Name and address where payment should be sent (if different from above):  Telephone number: _____ email: _____		
<b>1. Amount of Claim as of Date Case Filed:</b> \$ <u>400,000</u>		
If all or part of the claim is secured, complete item 4.  If all or part of the claim is entitled to priority, complete item 5.  <input type="checkbox"/> Check this box if the claim includes interest or other charges in addition to the principal amount of the claim. Attach a statement that itemizes interest or charges.		
<b>2. Basis for Claim:</b> <u>MORTGAGE FRAUD LAWSUIT + UCC-2 DEINIS</u> (See instruction #2)		
<b>3. Last four digits of any number by which creditor identifies debtor:</b> <u>5666</u>	<b>3a. Debtor may have scheduled account as:</b> _____ (See instruction #3a)	<b>3b. Uniform Claim Identifier (optional):</b> _____ (See instruction #3b)
<b>4. Secured Claim</b> (See instruction #4) Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attach required redacted documents, and provide the requested information.		
Nature of property or right of setoff: <input checked="" type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: _____		Amount of arrearage and other charges, as of the time case was filed, included in secured claim, if any: \$ _____
Value of Property: \$ <u>UNKNOWN</u>		Basis for perfection: <u>QUIET TITLE</u>
Annual Interest Rate: <u>6 1/4%</u> <input checked="" type="checkbox"/> Fixed or <input type="checkbox"/> Variable (when case was filed)		Amount of Secured Claim: \$ <u>400,000</u>  Amount Unsecured: \$ _____
<b>5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a).</b> If any part of the claim falls into one of the following categories, check the box specifying the priority and state the amount.		
<input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B).	<input type="checkbox"/> Wages, salaries, or commissions (up to \$11,725*) earned within 180 days before the case was filed or the debtor's business ceased, whichever is earlier – 11 U.S.C. §507 (a)(4).	<input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. §507 (a)(5).
<input type="checkbox"/> Up to \$2,600* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. §507 (a)(7).	<input type="checkbox"/> Taxes or penalties owed to governmental units – 11 U.S.C. §507 (a)(8).	<input type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. §507 (a)(____).
Amount entitled to priority: \$ _____		
*Amounts are subject to adjustment on 4/1/13 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.		
<b>6. Credits.</b> The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction #6)		



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**7. Documents:** Attached are redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. If the claim is secured, box 4 has been completed, and redacted copies of documents providing evidence of perfection of a security interest are attached. (See instruction #7, and the definition of "redacted".)

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

If the documents are not available, please explain:

RECEIVED

OCT 19 2012

**8. Signature:** (See instruction #8)

KURTZMAN CARSON CONSULTANTS

Check the appropriate box.

- ☒ I am the creditor. ☐ I am the creditor's authorized agent. ☐ I am the trustee, or the debtor, or their authorized agent. ☐ I am a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3005.)  
(Attach copy of power of attorney, if any.) (See Bankruptcy Rule 3004.)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: PATRICK FARRELL  
Title: PLAINTIFF PRO PER  
Company: \_\_\_\_\_  
Address and telephone number (if different from notice address above): \_\_\_\_\_

Patrick Farrell 6-15-12  
(Signature) (Date)  
without prejudice 06-1-308

Telephone number: \_\_\_\_\_ email: \_\_\_\_\_

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

#### INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, exceptions to these general rules may apply.

##### Items to be completed in Proof of Claim form

#### Court, Name of Debtor, and Case Number:

Fill in the name of the federal judicial district in which the bankruptcy case was filed (for example, Central District of California), the debtor's full name, and the case number. If the creditor received a notice of the case from the bankruptcy court, all of this information is at the top of the notice.

#### Creditor's Name and Address:

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

#### 1. Amount of Claim as of Date Case Filed:

State the total amount owed to the creditor on the date of the bankruptcy filing. Follow the instructions concerning whether to complete items 4 and 5. Check the box if interest or other charges are included in the claim.

#### 2. Basis for Claim:

State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card. If the claim is based on delivering health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information. You may be required to provide additional disclosure if an interested party objects to the claim.

#### 3. Last Four Digits of Any Number by Which Creditor Identifies Debtor:

State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor.

#### 3a. Debtor May Have Scheduled Account As:

Report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor.

#### 3b. Uniform Claim Identifier:

If you use a uniform claim identifier, you may report it here. A uniform claim identifier is an optional 24-character identifier that certain large creditors use to facilitate electronic payment in chapter 13 cases.

#### 4. Secured Claim:

Check whether the claim is fully or partially secured. Skip this section if the claim is entirely unsecured. (See Definitions.) If the claim is secured, check the box for the nature and value of property that secures the claim, attach copies of lien documentation, and state, as of the date of the bankruptcy filing, the annual interest rate (and whether it is fixed or variable), and the amount past due on the claim.

#### 5. Amount of Claim Entitled to Priority Under 11 U.S.C. §507(a).

If any portion of the claim falls into any category shown, check the appropriate box(es) and state the amount entitled to priority. (See Definitions.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

#### 6. Credits:

An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

#### 7. Documents:

Attach redacted copies of any documents that show the debt exists and a lien secures the debt. You must also attach copies of documents that evidence perfection of any security interest. You may also attach a summary in addition to the documents themselves. FRBP 3001(c) and (d). If the claim is based on delivering health care goods or services, limit disclosing confidential health care information. Do not send original documents, as attachments may be destroyed after scanning.

#### 8. Date and Signature:

The individual completing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what constitutes a signature. If you sign this form, you declare under penalty of perjury that the information provided is true and correct to the best of your knowledge, information, and reasonable belief. Your signature is also a certification that the claim meets the requirements of FRBP 9011(b). Whether the claim is filed electronically or in person, if your name is on the signature line, you are responsible for the declaration. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. If the claim is filed by an authorized agent, attach a complete copy of any power of attorney, and provide both the name of the individual filing the claim and the name of the agent. If the authorized agent is a servicer, identify the corporate servicer as the company. Criminal penalties apply for making a false statement on a proof of claim.

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Restructuring : Active Cases : Residential Capital, LLC et al.

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**GMAC**  
**RESCAP**

**Residential Capital, LLC et al.**

In re Residential Capital, LLC, Case No. 12-12020 (MG)  
United States Bankruptcy Court, Southern District of New York

**CLICK HERE FOR GMAC MORTGAGE CUSTOMER AND VENDOR RELATED TOLL FREE HOTLINES AND FAQs**

- 2 **Important Dates, Deadlines & Documents:** Some dates, deadlines and documents in the Debtors' Bankruptcy Cases that may be relevant to interested parties are set forth below:

<b>Case Management Procedures</b>	<a href="#">&gt; Case Management Procedures</a>	
<b><u>Notice to Home Equity Line of Credit Customers</u></b>	<a href="#">&gt; Important Information Regarding Your HELOC</a> <a href="#">&gt; HELOC Order</a>	
<b>Meeting of Creditors</b>	<a href="#">&gt; Notice of Commencement and Meeting of Creditors</a>	June 25, 2012 (1:00 p.m. ET)
<b>Sale Procedures Hearing</b>	<a href="#">&gt; Sale Documents</a>	June 18, 2012 (10:00 a.m. ET)
<b>Final Hearing on First Day Motions</b>	<a href="#">&gt; Motions Set for Hearing and Related Documents</a> <a href="#">&gt; Notice of Adjourned Hearing</a>	June 18, 2012 (10:00 a.m. ET)
<b>Continued First Day Hearing</b>	<a href="#">&gt; First Day Motions</a> <a href="#">&gt; First Day Agenda</a> <a href="#">&gt; First Day Orders</a>	May 15, 2012 (11:00 a.m. ET)
<b>Emergency First Day Hearing</b>	<a href="#">&gt; Emergency First Day Motions</a> <a href="#">&gt; First Day Agenda</a>	May 14, 2012 (4:00 p.m. ET)
<b>Debtors' Chapter 11 Petition Date</b>	<a href="#">&gt; Voluntary Petitions</a>	May 14, 2012

- 1 **General Information:** On May 14, 2012, each of the fifty-one Debtors filed voluntary petitions for relief under Chapter 11 of the United States Bankruptcy Code (the "Bankruptcy Code"). The cases are pending joint administration under Case No. 12-12020 (collectively, the "Bankruptcy Cases") before the Honorable Judge Martin Glenn in the United States Bankruptcy Court for the Southern District of New York.

Pursuant to the Bankruptcy Code (specifically including, but not limited to, 11 U.S.C. § 362), a debtor is afforded certain protection against its creditors; the Bankruptcy Code prohibits creditors from taking certain actions related to debts that may have been owing prior to the commencement of the Bankruptcy Cases. If you believe that you might be a creditor of the Debtor(s) based upon debts arising prior to May

14, 2012 and you are considering taking action based upon your status as a creditor, you may wish to seek legal advice. The staff of the Clerk of the Bankruptcy Court and the staff of KCC are not permitted to give legal advice.

**Parties and Addresses:**

<b>Court Address</b> United States Bankruptcy Court Southern District of New York One Bowling Green New York, NY 10004 T: 212-668-2870 <a href="http://www.nysb.uscourts.gov">http://www.nysb.uscourts.gov</a>	<b>Location to File Proof(s) of Claim</b> ResCap Claims Processing Center c/o KCC 2335 Alaska Ave El Segundo, CA 90245 T: 888-251-2914  <small>Please file proof(s) of claim, if any, via US Mail or other hand delivery system. Facsimile and other electronic delivery methods are not acceptable. You must file an originally executed proof of claim. If you would like a copy of your claim returned to you as proof of receipt, please enclose an additional copy and a self-addressed postage-paid envelope.</small>
<b>Attorneys' Addresses</b>  <b><u>Proposed Counsel to the Debtors</u></b> Larren M. Nashelsky Gary S. Lee Lorenzo Marinuzzi MORRISON & FOERSTER LLP 1290 Avenue of the Americas New York, NY 10104 T: 212-468-8000 F: 212-468-7900 <a href="http://www.mofo.com/">http://www.mofo.com/</a>	<b><u>Office of the United States Trustee</u></b> Tracy Hope Davis Office of the United States Trustee 33 Whitehall St 21st Fl, Region 2 New York, NY 10004-2111 T: 212-510-0500 F: 212-668-2255 <a href="http://www.justice.gov/ust/r02/">http://www.justice.gov/ust/r02/</a>
<b><u>Counsel to the Official Committee of Unsecured Creditors</u></b> Kenneth H. Eckstein Thomas Moers Mayer Douglas H. Mannal Kramer Levin Naftallis & Frankel LLP 117 Avenue of the Americas New York, NY 10036 T: 212-715-9100 F: 212-715-8000 <a href="http://www.kramerlevin.com">http://www.kramerlevin.com</a>	

- Note:** KCC maintains this website at the direction of Morrison & Foerster LLP, counsel to the Debtors. KCC maintains this website for the public's convenience and, while KCC makes every attempt to assure the accuracy of the information contained herein, this website is not the website of the United States Bankruptcy Court and does not contain the complete, official record of the Bankruptcy Court. All documents filed with the Court are available for inspection at the Clerk of the Bankruptcy Court for the District of Southern New York.

**UNITED STATES BANKRUPTCY COURT, SOUTHERN DISTRICT OF NEW YORK**

In re Residential Capital, LLC, et al., Debtors.

Chapter 11 Case No: 12-12020 (MG)  
(Jointly Administered)

**NOTICE OF CHAPTER 11 BANKRUPTCY CASES, MEETING OF CREDITORS, AND DEADLINES**

Chapter 11 bankruptcy cases concerning the Debtors listed below were filed on May 14, 2012. You may be a creditor of one of the Debtors. This notice lists important deadlines. You may want to consult an attorney to protect your rights. All documents filed with the Bankruptcy Court, including lists of the Debtors' properties and debts, are available for inspection at the office of the Clerk of the Bankruptcy Court and the Bankruptcy Court's website, [www.nysb.uscourts.gov](http://www.nysb.uscourts.gov) or by accessing the website maintained by the Debtors' claims and noticing agent, [www.kccllc.net/rescap](http://www.kccllc.net/rescap). Note that a PACER password is needed to access documents on the Bankruptcy Court's website (a PACER password may be obtained by accessing the PACER website, <http://pacer.psc.uscourts.gov>). NOTE: The staff members of the office of the Clerk of the Bankruptcy Court and the Office of the United States Trustee cannot give legal advice.

If you have any questions regarding this notice, please call the ResCap Homeowner Hotline at (888) 926-3479. You may also submit an inquiry online at [www.kccllc.net/rescap](http://www.kccllc.net/rescap).

Name of Debtor	Case Number	Tax Identification Number
Residential Funding Company, LLC	12-12019 (MG)	91336
Residential Capital, LLC	12-12020 (MG)	70738
ditech, LLC	12-12021 (MG)	37228
DOA Holding Properties, LLC	12-12022 (MG)	4257
DOA Properties IX (Lots-Other), LLC	12-12023 (MG)	3274
EPRE LLC	12-12024 (MG)	7974
Equity Investment I, LLC	12-12025 (MG)	2797
ETS of Virginia, Inc.	12-12026 (MG)	1445
ETS of Washington, Inc.	12-12027 (MG)	0665
Executive Trustee Services, LLC	12-12028 (MG)	8943
GMAC-RFC Holding Company, LLC	12-12029 (MG)	3763
GMAC Model Home Finance I, LLC	12-12030 (MG)	8469
GMAC Mortgage USA Corporation	12-12031 (MG)	6930
GMAC Mortgage, LLC	12-12032 (MG)	4840
GMAC Residential Holding Company, LLC	12-12033 (MG)	2190
GMACRH Settlement Services, LLC	12-12034 (MG)	6156
GMACM Borrower LLC	12-12035 (MG)	4887
GMACM REO LLC	12-12036 (MG)	2043
GMACR Mortgage Products, LLC	12-12037 (MG)	6369
HFN REO Sub II, LLC	12-12038 (MG)	ne
Home Connects Lending Services, LLC	12-12039 (MG)	9412
Homecomings Financial Real Estate Holdings, LLC	12-12040 (MG)	6869
Homecomings Financial, LLC	12-12042 (MG)	9458
Ladue Associates, Inc.	12-12043 (MG)	3048
Passive Asset Transaction, LLC	12-12044 (MG)	4130
PATI A, LLC	12-12045 (MG)	2729
PATI B, LLC	12-12046 (MG)	2937
PATI Real Estate Holdings, LLC	12-12047 (MG)	5201
RAHI A, LLC	12-12048 (MG)	3321
RAHI B, LLC	12-12049 (MG)	3553
RAHI Real Estate Holdings, LLC	12-12050 (MG)	5287
RCSFJV2004, LLC	12-12051 (MG)	2722
Residential Accredit Loans, Inc.	12-12052 (MG)	8240
Residential Asset Mortgage Products, Inc.	12-12053 (MG)	5181
Residential Asset Securities Corporation	12-12054 (MG)	2653
Residential Consumer Services of Alabama, LLC	12-12055 (MG)	5449
Residential Consumer Services of Ohio, LLC	12-12056 (MG)	4796
Residential Consumer Services of Texas, LLC	12-12057 (MG)	0515
Residential Consumer Services, LLC	12-12058 (MG)	2167

Residential Funding Mortgage Exchange, LLC	12-12059 (MG)		4247
Residential Funding Mortgage Securities I, Inc.	12-12060 (MG)		6294
Residential Funding Mortgage Securities II, Inc.	12-12061 (MG)		8858
Residential Funding Real Estate Holdings, LLC	12-12062 (MG)		6505
Residential Mortgage Real Estate Holdings, LLC	12-12063 (MG)		7180
RFC-GSAP Servicer Advance, LLC	12-12064 (MG)		0289
RFC Asset Holdings II, LLC	12-12065 (MG)		4034
RFC Asset Management, LLC	12-12066 (MG)		4678
RFC Borrower LLC	12-12068 (MG)		5558
RFC Construction Funding, LLC	12-12069 (MG)		5730
RFC REO LLC	12-12070 (MG)		2407
RFC SFJV-2002, LLC	12-12071 (MG)		4670
<b>Proposed Attorneys for Debtors</b> Darren M. Nashelsky Gary S. Lee Lorenzo Marinuzzi MORRISON & FOERSTER LLP 1290 Avenue of the Americas New York, New York 10104 Telephone: (212) 468-8000 Facsimile: (212) 468-7900		<b>DATE, TIME, AND LOCATION OF MEETING OF CREDITORS PURSUANT TO BANKRUPTCY CODE SECTION 341(a)</b> June 25, 2012 at 1:00 p.m. (ET) 80 Broad Street, Fourth Floor New York, New York 10004	
<b>DEADLINE TO FILE A PROOF OF CLAIM</b> None at this time. When the Bankruptcy Court sets a claims deadline, you will be notified and provided a proof of claim form by mail.			
<b>DEADLINE TO FILE A COMPLAINT TO DETERMINE DISCHARGEABILITY OF CERTAIN DEBTS</b> None at this time.			
<b>CREDITORS MAY NOT TAKE CERTAIN ACTIONS AGAINST THE DEBTORS IN MOST INSTANCES, BECAUSE THE FILING OF THE BANKRUPTCY CASE AUTOMATICALLY STAYS CERTAIN COLLECTION AND OTHER ACTIONS AGAINST THE DEBTORS AND THE DEBTORS' PROPERTY. UNDER CERTAIN CIRCUMSTANCES, THE STAY MAY BE LIMITED TO 30 DAYS OR NOT EXIST AT ALL, ALTHOUGH THE DEBTORS CAN REQUEST THE BANKRUPTCY COURT TO EXTEND OR IMPOSE A STAY. IF YOU ATTEMPT TO COLLECT A DEBT OR TAKE OTHER ACTION IN VIOLATION OF THE BANKRUPTCY CODE, YOU MAY BE PENALIZED. COMMON EXAMPLES OF PROHIBITED ACTIONS BY CREDITORS ARE CONTACTING THE DEBTORS TO DEMAND REPAYMENT, TAKING ACTION AGAINST THE DEBTORS TO COLLECT MONEY OWED TO CREDITORS OR TO TAKE PROPERTY OF THE DEBTORS, AND STARTING OR CONTINUING COLLECTION ACTIONS, FORECLOSURE ACTIONS, OR REPOSSESSIONS. CONSULT A LAWYER TO DETERMINE YOUR RIGHTS IN THIS CASE.</b>			
Address of the Clerk of the Bankruptcy Court Clerk of the United States Bankruptcy Court, One Bowling Green, New York, New York 10004		For the Bankruptcy Court: Vito Genna Clerk of the Court, United States Bankruptcy Court for the Southern District of New York, One Bowling Green, New York, New York 10004.	
Hours Open: 8:30 a.m. - 5:00 p.m.		Date: May 24, 2012	
Filing of Chapter 11 Bankruptcy Case	A bankruptcy case under chapter 11 of the Bankruptcy Code (title 11, United States Code) has been filed in this Bankruptcy Court by each of the Debtors named above, and an order for relief has been entered. Chapter 11 allows a debtor to reorganize or liquidate pursuant to a plan. A plan is not effective unless confirmed by the Bankruptcy Court. You may be sent a copy of the plan and disclosure statement telling you about the plan, and you might have an opportunity to vote on the plan. You will be sent a notice of the date of the confirmation hearing, and you may object to confirmation of the plan and attend the confirmation hearing. Unless a trustee is serving, the Debtors will remain in possession of the Debtors' property and may continue to operate their business.		
Legal Advice	Staff of the office of the Clerk of the Bankruptcy Court cannot give legal advice. Consult a lawyer to determine your rights in this case.		
Creditors Generally May Not	Prohibited collection actions are listed in Bankruptcy Code § 362. Common examples of prohibited actions include contacting the Debtors by telephone, mail, or otherwise to demand		

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Take Certain Actions	repayment; taking actions to collect money or obtain property from the Debtors; repossessing the Debtors' property; and starting or continuing lawsuits or foreclosures.
Meeting of Creditors	A meeting of creditors is scheduled for the date, time, and location listed above. <i>The Debtors' representative must be present at the meeting to be questioned under oath by the trustee and by creditors.</i> Creditors are welcome to attend, but are not required to do so. The meeting may be continued and concluded at a later date without further notice.
Notice	You will not receive notice of all documents filed in these chapter 11 cases. On May 23, 2012, the Bankruptcy Court entered its Order Under bankruptcy Code Sections (102)(1), 105(a) and 105(d), Bankruptcy Rules 1015(c), 2002(m) and 9007 and Local Bankruptcy Rule 2002-2 Establishing Certain Notice, Case Management and Administrative Procedures (the "Notice Procedures Order"). The Notice Procedures Order describes the notice procedures that apply in these chapter 11 cases. All parties who desire to participate in these chapter 11 cases must follow the procedures set forth in the Notice Procedures Order. Parties can obtain a copy of the Notice Procedures Order and all other documents filed electronically with the Bankruptcy Court in these cases, including lists of the Debtors' property and debts, by: (i) contacting the office of the Clerk of the Bankruptcy Court at One Bowling Green, New York, New York 10004-1408, (ii) accessing the Bankruptcy Court's website at <a href="http://www.nysb.uscourts.gov">www.nysb.uscourts.gov</a> . Note that a PACER ( <a href="http://www.pacer.psc.uscourts.gov">http://www.pacer.psc.uscourts.gov</a> ) password and login are needed to access documents on the Court's website; (iii) accessing the website maintained by the Debtors' claims and noticing agent at <a href="http://www.kccllc.net/rescap">www.kccllc.net/rescap</a> ; or (iv) contacting the Debtors' counsel at: Morrison & Foerster LLP, 1290 Avenue of the Americas, New York, New York 10104 (Attn: Darren M. Nashelsky, Esq., Gary S. Lee, Esq. and Lorenzo Marinuzzi, Esq.).
Claims	Schedules of liabilities will be filed pursuant to Bankruptcy Rule 1007. Any creditor holding a scheduled claim which is not identified as disputed, contingent, or unliquidated as to amount may, but is not required to, file a proof of claim in these cases. Creditors whose claims are not scheduled or whose claims are scheduled as disputed, contingent, or unliquidated as to amount and who desire to participate in these cases or share in any distribution must file a proof of claim. A creditor who relies on the schedule of liabilities has the responsibility for determining that the claim is listed accurately. A form of proof of claim and notice of the deadline for filing such proof of claim will be sent to you later. A deadline for the last day for filing proofs of claim has not yet been established.
Discharge of Debts	Confirmation of a chapter 11 plan may result in a discharge of debts, which may include all or part of your debt. See Bankruptcy Code § 1141(d). A discharge means that you may never try to collect the debt from the Debtors, except as provided in the plan. If you believe that a debt owed to you is not dischargeable under Bankruptcy Code § 1141(d)(6)(A), you must start a lawsuit by filing a complaint in the office of the Clerk of the Bankruptcy Court by the deadline established by the Bankruptcy Court.
Barclays DIP Order	<p>The Bankruptcy Court is considering the entry of several "final orders," including the final order (the "Barclays DIP Order") to grant the Debtors' Motion For Interim And Final Orders Pursuant To 11 U.S.C. §§ 105, 362, 363(b)(1), 363(f), 363(m), 364(c)(1), 364(c)(2), 364(c)(3), 364(d)(1) And 364(e) And Bankruptcy Rules 4001 And 6004 (I) Authorizing The Debtors To (A) Enter Into And Perform Under Receivables Purchase Agreements And Mortgage Loan Purchase And Contribution Agreements Relating To Initial Receivables And Mortgage Loans And Receivables Pooling Agreements Relating To Additional Receivables, And (B) Obtaining Postpetition Financing On A Secured, Superpriority Basis, (II) Scheduling A Final Hearing Pursuant To Bankruptcy Rules 4001(b) and 4001(c), And (III) Granting Related Relief.</p> <p>The Debtors are seeking to have the Barclays DIP Order provide, among other things, that the transfers of mortgage loans and servicing advance receivables from Debtors GMAC Mortgage LLC and Residential Funding Company LLC to Debtors GMACM Borrower LLC to RFC Borrower LLC were or are, as applicable, free and clear of all liens, claims and encumbrances pursuant to Section 363(f) of the Bankruptcy Code.</p>
Office of the Clerk of the Bankruptcy Court	Any paper that you file in these bankruptcy cases should be filed at the office of the Clerk of the Bankruptcy Court at the address listed in this notice. You may inspect all papers filed, including the list of the Debtors' property and debts and the list of property claimed as exempt, at the office of the Clerk of the Bankruptcy Court.
Foreign Creditors	Consult a lawyer familiar with United States bankruptcy law if you have any questions regarding your rights in this case.



## UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]	
B. SEND ACKNOWLEDGMENT TO: (Name and Address)	
Patrick Lorne Farrell	
2904 NW14th terrace	
Cape Coral, FL 33993	

File Number 2008-021-9830-5  
File Date/Time 01/21/2008 1:01PM  
File Location; Washington State-DOL

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # 2007-356-2344-8	1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. <input type="checkbox"/>
2. <input type="checkbox"/> TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.	
3. <input checked="" type="checkbox"/> CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.	
4. <input type="checkbox"/> ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.	
5. AMENDMENT (PARTY INFORMATION): This Amendment affects <input type="checkbox"/> Debtor or <input type="checkbox"/> Secured Party of record. Check only one of these two boxes. Also check one of the following three boxes and provide appropriate information in items 6 and/or 7. <input type="checkbox"/> CHANGE name and/or address: Give current record name in item 6a or 6b; also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c. <input type="checkbox"/> DELETE name: Give record name to be deleted in item 6a or 6b. <input type="checkbox"/> ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7d-7g (if applicable).	
6. CURRENT RECORD INFORMATION:	
6a. ORGANIZATION'S NAME	
OR	6b. INDIVIDUAL'S LAST NAME Farrell
	FIRST NAME Patrick
	MIDDLE NAME Lorne
	SUFFIX Mr.
7. CHANGED (NEW) OR ADDED INFORMATION:	
7a. ORGANIZATION'S NAME	
OR	7b. INDIVIDUAL'S LAST NAME
	FIRST NAME
	MIDDLE NAME
	SUFFIX
7c. MAILING ADDRESS	CITY
	STATE
	POSTAL CODE
	COUNTRY
7d. TAX ID # SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR
7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION
7g. ORGANIZATIONAL ID #, if any	
<input type="checkbox"/> NONE	

### 8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral ☐ deleted or ☒ added, or give entire ☐ restated collateral description, or describe collateral ☐ assigned.

A. home loan #132030973 with PINNACLE FINANCIAL CORP.D/B/A/ TRI-STAR LENDING GROUP, recorded in Lee Co.FI. records instrument no. 2007000190140, regarding the structure at 2904 NW 14th terrace, Cape Coral, FL 33993

B. civil case no.2:07-cv-817-FIM-34DNF-Patrick farrell vs.G.M.A.C. et al - 07-CA-14942

C. civil case no.07-CA-16767 Ft.Myers,FL. WELLS FARGO BANK VS.PATRICK FARRELL

FILING NUMBER FOR THIS AMENDMENT-2008-021-9830-5

### 9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here ☐ and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME			
OR	9b. INDIVIDUAL'S LAST NAME Farrell	FIRST NAME Patrick	MIDDLE NAME Lorne
			SUFFIX

### 10. OPTIONAL FILER REFERENCE DATA

Secured Party Patrick Farrell

8

**UCC FINANCING STATEMENT AMENDMENT**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

**A. NAME & PHONE OF CONTACT AT FILER** [optional]**B. SEND ACKNOWLEDGMENT TO:** (Name and Address)

Patrick Lorne Farrell

2904 NW 14th Terrace

Cape Coral, FL 33993

**FILE NO. 2008-023-0155-2****FILE DATE/TIME 01/23-2008-09:30AM****FILE LOCATION: WASHINGTON STATE-DOL**

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #

2007-356-2344-8

1b. This FINANCING STATEMENT AMENDMENT is  
to be filed [for record] (or recorded) in the  
REAL ESTATE RECORDS.2. ☐ **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.3. ☒ **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.4. ☐ **ASSIGNMENT** (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.5. **AMENDMENT (PARTY INFORMATION):** This Amendment affects ☐ Debtor or ☐ Secured Party of record. Check only one of these two boxes.Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.☐ **CHANGE** name and/or address: Give current record name in item 8a or 8b; also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c. ☐ **DELETE** name: Give record name to be deleted in item 8a or 8b. ☐ **ADD** name: Complete item 7a or 7b, and also item 7c; also complete items 7d-7g (if applicable).6. **CURRENT RECORD INFORMATION:**

6a. ORGANIZATION'S NAME

PATRICK LORNE FARRELL

OR 6b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7. **CHANGED (NEW) OR ADDED INFORMATION:**

7a. ORGANIZATION'S NAME

OR 7b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

7d. TAX ID # SSN OR EIN ADD'L INFO RE ORGANIZATION DEBTOR 7e. TYPE OF ORGANIZATION 7f. JURISDICTION OF ORGANIZATION 7g. ORGANIZATIONAL ID #, if any ☐ NONE8. **AMENDMENT (COLLATERAL CHANGE):** check only one box.Describe collateral ☐ deleted or ☒ added, or give entire ☐ restated collateral description, or describe collateral ☐ assigned.

The following property is accepted for value, exempt from levy, and herewith registered in the Commercial Chamber and lien at a sum certain \$400,000, and is the private property of the secured party as representative of the debtor. Property described as: 3 bedroom, pool home on freshwater canal located at 2904 NW 14th terrace, Cape Coral, FL 33993. Before any of the property can be disbursed, exchanged, sold, transferred, conveyed, disposed of, or otherwise removed from DEBTOR'S possession, Secured Party, must be satisfied in full dishonor via Settlement Agreement via bank check or Bill of Exchange.

STRAP NO. 05-44-23-C1-04078.0370. LOAN NO. 132030973 LEE CO. RECORDS #2007000190140.

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT** (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here ☐ and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME

OR 9b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX  
Farrell Patrick Lorne10. **OPTIONAL FILER REFERENCE DATA**

SECURED PARTY

9

**STATE OF FLORIDA UNIFORM COMMERCIAL CODE  
FINANCING STATEMENT FORM – ADDENDUM**

 INSTR # 2010000222611, Pages 1  
 Doc Type UCC, Recorded 09/03/2010 at 09:15 AM,  
 Charlie Green, Lee County Clerk of Circuit Court  
 Rec. Fee \$10.00  
 Deputy Clerk SPINNACE  
 #1

**8. NAME OF FIRST DEBTOR (1a OR 1b) ON RELATED FINANCING STATEMENT**

8a. ORGANIZATION'S NAME <b>PATRICK LORNE FARRELL-239-283-4807</b>			
8b. INDIVIDUAL'S LAST NAME <b>Farrell</b>	FIRST NAME <b>Patrick</b>	MIDDLE NAME <b>Lorne</b>	SUFFIX <b>Mr.</b>

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

**9. MISCELLANEOUS:**

 THIS ADDENDUM IS ADDED TO ORIGINAL FILING #2007-358-2344-8 DONE ON 12/22/2007- 7:46AM  
 WASHINGTON STATE - DOL

**10. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME – INSERT ONLY ONE DEBTOR NAME (10a OR 10b) – Do Not Abbreviate or Combine Names**

10.a ORGANIZATION'S NAME				
10.b INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
10.c MAILING ADDRESS Line One		This space not available.		
MAILING ADDRESS Line Two		CITY	STATE	POSTAL CODE COUNTRY
10.d TAX ID#	REQUIRED ADD'L INFO RE: ORGANIZATION DEBTOR	10.e TYPE OF ORGANIZATION	10.f JURISDICTION OF ORGANIZATION	10.g ORGANIZATIONAL ID# <input type="checkbox"/> NONE

**11. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) – INSERT ONLY ONE SECURED PARTY (11a OR 11b)**

11.a ORGANIZATION'S NAME				
11.b INDIVIDUAL'S LAST NAME <b>Farrell</b>		FIRST NAME <b>Patrick</b>	MIDDLE NAME <b>Lorne</b>	SUFFIX <b>Mr.</b>
11.c MAILING ADDRESS Line One <b>2904 NW 14th Terrace</b>		This space not available.		
MAILING ADDRESS Line Two		CITY <b>Cape Coral</b>	STATE <b>Fl.</b>	POSTAL CODE COUNTRY <b>33993 USA</b>

 12. This FINANCING STATEMENT covers ☐ timber to be cut or  
☐ as-extracted collateral, or is filed as a ☒ fixture filing.

**13. Description of real estate:**

 HOUSE AND LOT AT:  
 2904 NW 14TH TERRACE  
 CAPE CORAL, FL. 33993

14. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

**15. Additional collateral description:**

 Case No.: 2:10-CV-145-29DNF-PATRICK FARRELL V.  
 SOCIAL SECURITY-\$22,000 CLAIM  
 Case No.: 2:10-CV-509-36DNF-PATRICK FARRELL V.  
 STATE OF FLORIDA, et al \$100,000+ CLAIM  
 QUI TAM COMPLAINTS TO I.R.S. WHISTLEBLOWER  
 OFFICE AGAINST DEFENDANTS IN 2:10-CV-509-36DNF  
 QUI TAM COMPLAINTS TO I.R.S. WHISTLEBLOWER  
 OFFICE AGAINST I.S.K.C.O.N.  
 QUI TAM COMPLAINTS TO I.R.S. WHISTLEBLOWER  
 OFFICE AGAINST GOLDMAN-SACHS

**16. Check only if applicable and check only one box.**

 Debtor is a ☐ Trust or ☒ Trustee acting with respect to property held in trust or  
☐ Decedent's Estate

**17. Check only if applicable and check only one box.**
☒ Debtor is a TRANSMITTING UTILITY  
☐ Filed in connection with a Manufactured-Home Transaction – effective 30 years

**IN THE CIRCUIT COURT OF THE 20<sup>TH</sup> JUDICIAL  
DISTRICT IN AND FOR LEE COUNTY FLORIDA**

**PATRICK LORNE FARRELL,**  
Plaintiff, vs.  
**G.M.A.C, et al**  
Defendants

**COMPLAINT FOR FRAUD,  
CONSPIRACY AND DAMAGES  
STATE CASE NO.07-CA-14942  
JUDGE JOHN FULLER**

**ORDER**

THIS CAUSE having come before the court on the Plaintiff's Motion for Default Judgement against Defendant PINNACLE FINANCIAL CORPORATION, and the court having reviewed the evidence and the file, it is hereby,

ORDERED AND ADJUDGED that the Plaintiff's motion for default judgement is granted.

The damages assessed ~~are in the amount of \$315,000.~~ *shall be established at a future hearing.*

DONE AND ORDERED in Chambers at Fort Myers, Lee Count, Florida this 15 day of July, 2008.

  
John Fuller Elisabeth  
Circuit Judge

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing Order has been provided by U.S. Mail to;

PATRICK FARRELL; 2904 NW14TH TERRACE; CAPE CORAL, FL. 33993  
Michael D Onofrio; 1395 Panther Ln. #300; Naples, FL 34109  
Andrew Bolin; PO Box 1531; Tampa, FL 33601  
JEFFREY LAPIN; 244 ALHAMBRA CIRCLE #800 ; CORAL GABLES, FL. 33134  
Mark Horowitz; PO Box 100767; Cape Coral, FL 33910  
Akerman Senterfitt ; 50 N Laura St. #2500 ; Jacksonville, FL 32202  
Jeffrey Rice; PO Box 2366; Ft. Myers, FL 33902

By: 

Judicial Assistant

NOTE

FARRELL  
LOAN #: 0973  
MIN: 100062701320309731

OCTOBER 11, 2005 CAPE CORAL FLORIDA  
[Date] [City] [State]  
2904 N.W. 14TH TERRACE, CAPE CORAL, FL 33993

[Property Address]

**1. BORROWER'S PROMISE TO PAY**

In return for a loan that I have received, I promise to pay U.S. \$ 283,000.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is PINNACLE FINANCIAL CORPORATION D/B/A TRI STAR LENDING GROUP

I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

**2. INTEREST**

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 6.250 %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

**3. PAYMENTS**

**(A) Time and Place of Payments**

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the 1ST day of each month beginning on DECEMBER 1, 2005

I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on NOVEMBER 1, 2035 I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at 2611 TECHNOLOGY DRIVE, ORLANDO, FL 32804

or at a different place if required by the Note Holder.

**(B) Amount of Monthly Payments**

My monthly payment will be in the amount of U.S. \$ 1,742.48

**4. BORROWER'S RIGHT TO PREPAY**

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

**5. LOAN CHARGES**

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

12 RA

0973

## 6. BORROWER'S FAILURE TO PAY AS REQUIRED

### (A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

### (B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

### (C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

### (D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

### (E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

## 7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

## 8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

## 9. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

## 10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

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0973

**11. DOCUMENTARY TAX**

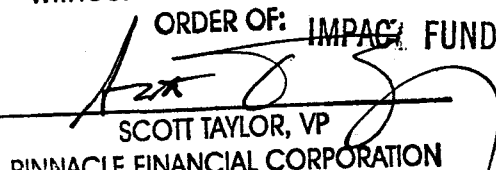
The state documentary tax due on this Note has been paid on the mortgage securing this indebtedness.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED

  
BORROWER - PATRICK FARRELL - DATE 10/11/15

WITHOUT RECOURSE, PAY TO THE

ORDER OF: IMPAC FUNDING CORPORATION

  
SCOTT TAYLOR, VP  
PINNACLE FINANCIAL CORPORATION  
D/B/A TRI-STAR LENDING GROUP

PAY TO THE ORDER OF

WITHOUT RECOURSE  
IMPAC FUNDING CORPORATION

BY:   
AARON CALDERA, AUTHORIZED SIGNATORY

[Sign Original Only]

14

HOUSE

# FEDERAL TRUTH-IN-LENDING DISCLOSURE STATEMENT

Name of Borrower(s): **VARADIA VARADIA**

Date: **10/11/05**

Property Location: **2304 S.W. 14TH TERRACE, CAPE CORAL, FL 33903**  
 Lender: **PINGCHAI FINANCIAL CORPORATION D/B/A THE STAR LENDING GROUP**

Loan Number: **2005090973**

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
<b>6.347 %</b>	<b>\$347,021.82</b>	<b>\$289,278.86</b>	<b>\$627,298.68</b>

You have the right to receive at this time an illustration of the Amount Financed.

☒ I want an illustration.

☐ I do not want an illustration.

## Payment Schedule

Number of Payments	MONTHLY Payments of	Payments are Due MONTHLY beginning	Number of Payments	MONTHLY Payments of	Payments are Due MONTHLY beginning
<b>339</b>	<b>1,742.48</b>	<b>DECEMBER 1, 2005</b>			
<b>1</b>	<b>1,742.36</b>	<b>NOVEMBER 1, 2038</b>			

Assuming the index remains unchanged for the life of the loan, the index used to calculate the APR is **N/A** 3.

☐ This loan has a demand feature

☐ Variable Rate: Disclosures about the variable rate feature have been provided to you online.

☒ Variable Rate Not Applicable

Security: ☐ You are giving a security interest in the property being purchased

☒ Other (describe): **STANDARD SECURED MORTGAGE**

Late Charge: If payment is more than **15** days late, the penalty charge is **5.000** % of the payment.

Filing Fee/Recording Fee: **\$**

Prepayments: If you pay off this loan early, you ☒ may ☐ will not have to pay a penalty. And you ☐ may ☒ will not be entitled to a refund of part of the finance charge.

Assumptions: Someone buying your house

☒ will not be allowed to assume the remainder of this mortgage on the original terms.

☐ may, subject to conditions, be allowed to assume the remainder of this mortgage on the original terms.

Required Deposit: The annual percentage rate does not take into account your required deposit.

Property Insurance is required to obtain credit and may be obtained from anyone you want who is acceptable to this Lender.

☐ Property Insurance is not available through Lender.

☐ If you obtain Property Insurance from


you will pay \$ for a term of

CREDIT LIFE AND DISABILITY INSURANCE are not required to obtain credit and will not be provided at the time of closing.

You may be offered these plans after closing, but they are not in effect at this time. No such insurance will be in force until you have completed an application, the insurance company has issued the policy, and the effective date of that policy has been provided.

See your loan documents for any additional information about nonpayment, default, any required repayments in full before the scheduled date, and prepayment refunds and penalties.

I/we acknowledge receipt of a completed copy of this disclosure. SIGNED AND DATED:

 **10/11/05**  
 - BORROWER - VARADIA VARADIA - DATE -

15



UNITED HOME BUILDERS, INC.  
231 Del Prado Boulevard South, Suite 11  
Cape Coral, Florida 33990  
(239) 573- 9955

**Earnest Money**

Received and entered into this 14<sup>TH</sup> day of JUNE, 2004 by and  
between United Homebuilders, Inc. and PATRICK L. FARRELL  
Buyer, a deposit in the amount of \$ 2000.00 towards the

**Bank of America** 

Cashier's Check

No. **3568817**

Notice to Purchaser - In the event this check is lost, misplaced or stolen, a sworn statement and 90-day waiting period will be required prior to replacement. This check should be negotiated within 90 days.

VOID AFTER 90 DAYS  
Date JULY 30, 2004

30-1/1140 (NTX)

Banking Center SUMMERLIN

0008247 00012 3568817

PATRICK FARRELL

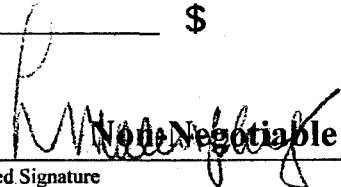
Remitter (Purchased By)

**\*\*12534.21\*\***

Pay TWELVE THOUSAND FIVE HUNDRED THIRTY FOUR DOLLARS AND 21 CENTS\*\*

\$

To  
The Order \*\*FIRST AMERICAN TITLE INSURANCE COMPANY\*\*  
Of \*\*\*\*

  
Non-Negotiable

Authorized Signature

Bank of America, N.A.  
San Antonio, Texas

Customer Copy  
Retain For Your Records

001641002054

**Bank of America** 

Cashier's Check

No. **4447539**

Notice to Purchaser - In the event this check is lost, misplaced or stolen, a sworn statement and 90-day waiting period will be required prior to replacement. This check should be negotiated within 90 days.

VOID AFTER 90 DAYS  
Date OCTOBER 11, 2005

30-1/1140 (NTX)

Banking Center SUMMERLIN

0008247 00009 004447539

PATRICK L FARRELL

Remitter (Purchased By)

**\*\*2670.41\*\***

Pay \*\*TWO THOUSAND SIX HUNDRED SEVENTY DOLLARS AND 41 CENTS\*\*

\$

To  
The Order \*\*FIRST AMERICAN TITLE\*\*  
Of \*\*\*\*

**Non-Negotiable**

Authorized Signature

Bank of America, N.A.  
San Antonio, Texas

Customer Copy  
Retain For Your Records

001641002054

**16**



Prepared by and return to:  
Barbara O'Connell  
First Community Title Services, Inc.  
2804 Del Prado Blvd. Suite 109  
Cape Coral, Florida 33904

File Number: 4-3030

INSTR # 6397771  
OR BK 04397 Pgs 2331 - 2332; (2pgs)  
RECORDED 08/11/2004 11:38:29 AM  
CHARLIE GREEN, CLERK OF COURT  
LEE COUNTY, FLORIDA  
RECORDING FEE 10.50  
DEED DOC 332.50  
DEPUTY CLERK A Janke

The Above Space Reserved For Recording Info

## Warranty Deed

This Warranty Deed made this 20 day of July, 2004 between James G. Scott and Patricia A. Scott, husband and wife, whose post office address is 202 Wilbur Boulevard, Poughkeepsie, New York 12603, grantor, and Patrick Farrell, whose post office address is 4944 Cleveland Ave., Lot A-46, Ft. Myers, Florida 33907, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Lee, to-wit:

Lots 37 and 38, Block 4078, Cape Coral, Unit 57, as recorded in Plat Book 19, Pages 124 to 137, in the Public Records of Lee County, Florida

This property is vacant land and is not the homestead property of the grantor nor contiguous thereto

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to.

ACCEPTED FOR VALUE & POWER-EXEMPT FROM LEVY  
FOR any transfer of interest in the Proceeds, Accounts, in the  
event(s) to the U.S. Account with Public Policy, Unit-192,  
UCC 1-104 & UCC 1-104 UCC 1-108 Exemption ID. & UCC  
Grantor Account 10/15/2004 Deposed to U.S. Treasury &  
Change the name to PATRICK LORNE FARRELL LOT 332506  
DATE: 9-9-2008  
MADE: 11/11/2008

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, Sealed and Delivered in Our Presence:

TWO SEPARATE WITNESSES ARE REQUIRED

Witness Signature:

[Signature]

James G. Scott

[Signature]

Print Witness Name:

Lorraine Antonelli

Patricia A. Scott

Patricia A. Scott

Witness Signature:

[Signature]

Print Witness Name:

Cynthia Dallo

STATE OF

New York

COUNTY OF

Dutchess

The foregoing instrument was acknowledged before me this 20 day of July, 2004, by James G. Scott and Patricia A. Scott, who is/are personally known to me \_\_\_\_\_ or who produced Driver License, as identification.

Notary Public, State and County Aforesaid

Notary Signature

Printed Notary Name

My Commission Expires:

(SEAL)

ACCEPTED FOR VALUE & NON-EXEMPT FROM LEVY  
For my voluntary release of the proceeds, according to the  
order of the court in accordance with Public Policy, UCC 1-122,  
UCC 1-104 & UCC 1-104 UCC 3-413 Exemption I.D. & UCC  
Contract Assignments deposited to U.S. Treasury &  
change the same to PATRICK LOTONE PARCEL 139/550000  
VALUE: \$121,000.00 DATE: Jan 9, 2008  
Patrick Lotone  
UCC-1-207

CAROLYN J. KENNEY  
Notary Public - State of New York  
NO. 01KE4799543  
Qualified in Dutchess County  
My Commission Expires 3/30/2007

After Recording Return To:

BUSEY BANK  
7980 SUMMERLIN LAKES DRIVE  
FORT MYERS, FL 33907

1024-577543

[Space Above This Line For Recording Data]

## MORTGAGE

### DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 18.

(A) "Security Instrument" means this document, which is dated July 30, 2004 together with all Riders to this document.

(B) "Borrower" is

PATRICK FARRELL

A SINGLE MAN

Borrower is the mortgagor under this Security Instrument.

(C) "Lender" is BUSEY BANK FLORIDA

Lender is a organized and existing under the laws of

Lender's address is

7980 SUMMERLIN LAKES DRIVE  
FORT MYERS, FL 33907

Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated July 30, 2004

The Note states that Borrower owes Lender

Two hundred sixty five thousand six hundred and 00/100\*\*\*\*\*

Dollars (U.S.\$ 265,600.00 ) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than April 30, 2005

(E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property".

(F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

19

20

**IN THE CIRCUIT COURT OF THE 20<sup>TH</sup> JUDICIAL DISTRICT**  
**IN AND FOR LEE COUNTY FLORIDA**

**PATRICK FARRELL**

**plaintiff**

**vs.**

**G.M.A.C., et al**

**Defendants**

**Case No. 07-CA-14942**

**JUDGE:**

**MARGERET STEINBECK**

**PLAINTIFFS REQUEST FOR JUDICIAL NOTICE OF PLAINTIFF'S**

**SOVEREIGN IMMUNITY AND SUPPORTING DOCUMENTATION**

Comes now the Plaintiff, representing, PATRICK FARRELL, through a contract for Power of Attorney, and places into the record, evidence of Plaintiff's Sovereign Immunity and documentation entitled;

COPY CERTIFICATION BY DOCUMENT CUSTODIAN. Several documents include:

1. AFFIDAVIT OF TRUTH
2. SECURITY AGREEMENT
3. HOLD HARMLESS AGREEMENT
4. COMMON LAW COPYRIGHT NOTICE
5. POWER OF ATTORNEY
6. COLLATERAL RECORD AND FILING
7. U.C.C.-1 FINANCING AGREEMENTS

FILED IN U.S. DISTRICT COURT  
2008 JUN 12 PM 3:49  
BY  
COPY

Plaintiff filed the AMENDED COMPLAINT FOR DAMAGES, under the title, Patrick Farrell /Plaintiff/in Propria Persona/Sui Juris/Sovereign/Secured Party Creditor. These documents clarify and justify this legal position.

**I hereby certify that a true and correct copy has been sent by U.S. Mail to counsel.**

June 12, 2008

**without prejudice/UCC 1-207**

**Patrick Farrell/Plaintiff/in Propria Persona/**

**Sui Juris/Sovereign/Secured Party Creditor**

**UCC-1 Filing # 2007-356-2344-8 [12/22/07]**

**2904 NW14th Terrace**

**Cape Coral, FL 33993**

**COPY CERTIFICATION BY DOCUMENT CUSTODIAN**

State of Florida \_\_\_\_\_]

Scilicet

County of Lee \_\_\_\_\_]

I, Patrick Lorne Farrell/Document Custodian, hereby affirm

that the attached reproduction of:

1. AFFIDAVIT OF TRUTH-10 pages
2. SECURITY AGREEMENT-9pages
3. HOLD HARMLESS AND INDEMNITY AGREEMENT-3pages
4. COMMON LAW COPYRIGHT NOTICE-4 pages
5. POWER OF ATTORNEY-2 pages
6. COLLATERAL RECORD AND FILING -3 pages
7. U.C.C.-1 FINANCING STATEMENT

is a true, correct and complete photocopy of a document or documents in my possession, and  
I am the custodian of said document or documents.

Signature Patrick Lorne Farrell

address 3704 N.W. 14th Terrace

City, State Clear Lake, FL 33713

SUBSCRIBER and AFFIRMED before me on this 5th day of January, A.D. 2008

a notary, that Patrick Lorne Farrell, personally appeared and known to me to be the man whose  
name subscribed to the within instrument and acknowledged to be the same.

☐ Personally Known; or  
☒ Produced Identification  
Type: Signature

Sandra E. Noble Seal;  
Notary Public **SANDRA E. NOBLE**

My Commission expires 01-19-2009

NOTARY PUBLIC-STATE OF FLORIDA  
Sandra E. Noble  
Commission #DD387023  
Expires: JAN. 19, 2009

Recording requested by, Patrick Farrell]

And when recorded return to: ]

Name Patrick Farrell

Street 2904 NW14Th terrace

City Cape Coral, Florida 33993

INSTRU # 2008000150293, Pages 7  
Doc Type NOT, Recorded 06/05/2008 at 11:19 AM,  
Charlie Green Lee County Clerk of Circuit Court  
Rec.Fee \$61.00  
Deputy Clerk LAMBROSIO #2

## AFFIDAVIT OF TRUTH

Be it known to all courts, governments, and other parties, that I, Patrick Farrell

---

am a natural, freeborn Sovereign, without subjects. I am neither subject to any entity anywhere, nor is any entity subject to me. I neither dominate anyone, nor am I dominated. My authority for this statement is the same as it is for all free Sovereigns everywhere: the age-old, timeless, and universal respect for the intrinsic rights, property, freedoms, and responsibilities of the Sovereign Individual.

I am not a "person" when such term is defined in statutes of the United States or statutes of the several states when such definition includes artificial entities. I refuse to be treated as a federally or state created entity which is only capable of exercising certain rights, privileges, or immunities as specifically granted by federal or state governments.

I voluntarily choose to comply with the man-made laws which serve to bring harmony to society, but no such laws, nor their enforcers, have any authority over me. I am not in any jurisdiction, for I am not of subject status. Consistent with the eternal tradition of natural common law, unless I have harmed or violated someone or their property, I have committed no crime; and am not subject to any penalty.

I act in accordance with the following U.S. Supreme Court case:

"The individual may stand upon his constitutional rights as a citizen. He is entitled to carry on his private business in his own way. His power to contract is unlimited. He owes no such duty [to submit his books and papers for an examination] to the State, since he receives nothing therefrom, beyond the protection of his life and property. His rights are such as existed by the law of the land [Common Law] long antecedent to the organization of the State, and can only be taken from him by due process of law, and in accordance with the Constitution. Among his rights are a refusal to incriminate himself, and the immunity of himself and his property from arrest or seizure except under a warrant of the law. He owes nothing to the public so long as he does not trespass upon their rights." Hale v. Henkel, 201 U.S. 43 at 47 (1905).



Thus, be it known to all, that I reserve my natural common law right not to be compelled to perform under any contract that I did not enter into knowingly, voluntarily, and intentionally. And furthermore, I do not accept the liability associated with the compelled and pretended "benefit" of any hidden or unrevealed contract or commercial agreement. As such, the hidden or unrevealed contracts that supposedly create obligations to perform, for persons of subject status, are inapplicable to me, and are null and void. If I have participated in any of the supposed "benefits" associated with these hidden contracts, I have done so under duress, for lack of any other practical alternative. I may have received such "benefits" but I have not accepted them in a manner that binds me to anything.

Any such participation does not constitute "acceptance" in contract law, because of the absence of full disclosure of any valid "offer," and voluntary consent without misrepresentation or coercion, under contract law. Without a valid voluntary offer and acceptance, knowingly entered into by both parties, there is no "meeting of the minds," and therefore no valid contract. Any supposed "contract" is therefore void, ab initio. From my age of consent to the date affixed below I have never signed a contract knowingly, willingly, intelligently, and voluntarily whereby I have waived any of my natural common law rights, and, as such,

**Take Notice** that I revoke, cancel, and make void ab initio my signature on any and all contracts, agreements, forms, or any instrument which may be construed in any way to give any agency or department of any federal or state government authority, venue, or jurisdiction over me.

This position is in accordance with the U.S. Supreme Court decision of **Brady v. U.S.**, 379 U.S. 742 at 748 (1970): "Waivers of Constitutional Rights not only must be voluntary, they must be knowingly intelligent acts, done with sufficient awareness of the relevant circumstances and consequences."

Typical examples of such compelled and pretended "benefits" are:

1. **The use of Federal Reserve Notes to discharge my debts.** I have used these only because in America, there is no other widely recognized currency.
2. **The use of a bank account, with my signature on the bank signature card.** If there is any hidden contract behind the bank signature card, my signature thereon gives no validity to it. The signature is only for verification of identity. I can be obligated to fulfill no hidden or unrevealed contract whatsoever, due to the absence of full disclosure and voluntary consent.

Likewise, my use of the bank account thereof is due to the absence of a bank not associated with the Federal Reserve system. In general, people have been prevented from issuing their own currencies, and such prevention is in violation of the United States Constitution. Were there an alternative, I would be happy to use it. To not use any bank at all is impossible or very difficult, as everyone knows, in today's marketplace.

3. **The use of a Social Security number.** The number normally assigned to persons of subject status, I use exceptionally, under duress, only because of the extreme inconvenience of operating without one in today's marketplace, where it is requested by banks, employers, lenders, and many other government agencies and businesses. My reason for using it is not because I wish to participate in the Social Security system, as I don't wish to participate. Let it be known that I use the Social Security number assigned to me *for information only*.
4. **The use of a driver's license.** As a free Sovereign, there is no legal requirement for me to have such a license for travelling in my car. Technically, the unrevealed legal purpose of driver's licenses is commercial in nature. Since I don't carry passengers for hire, there is no law requiring me to have a license to travel for my own pleasure and that of my family and friends. However, because of the lack of education of police officers on this matter, should I be stopped for any reason and found to be without a license, it is likely I would be ticketed and fined or obligated to appear in court. Therefore, under duress, I carry a license to avoid extreme inconvenience.
5. **State plates on my car.** Similarly, even though technically, my car does not fit the legal definition of a "motor vehicle," which is used for commercial purposes, nevertheless, I have registered it with the state and carry the state plates on it, because to have any other plates or no plates at all, causes me to run the risk of police officer harassment and extreme inconvenience.
6. **Past tax returns filed.** Any tax returns I may have filed in the past, were filed due to the dishonest atmosphere of fear and intimidation created by the Internal Revenue Service (IRS) and the local assessors' offices; not because there is any law requiring me to do so. Once I discovered that the IRS and other tax agencies have been misinforming the public, I have felt it is my responsible duty to society to terminate my voluntary participation. Because such returns were filed under Threat, Duress, and Coercion (TDC), and no two-way contract was ever signed with full disclosure, there is nothing in any past filing of returns or payments that created any valid contract. Therefore, no legal obligation on my part was ever created.
7. **Birth Certificate.** The fact that a birth certificate was granted to me by a local hospital or government agency when I entered this world, is irrelevant to my Sovereignty. No status, high or low, can be assigned to another person through a piece of paper, without the recipient's full knowledge and consent. Therefore, such a piece of paper provides date and place information only. It indicates nothing about jurisdiction, nothing about property ownership, nothing about rights, and nothing about subject status. The only documents that can have any legal meaning, as it concerns my status in society, are those which I have signed as an adult, with full knowledge and consent, free from misrepresentation or coercion of any kind.

8. **Marriage license.** The acquisition of a marriage license is now being revealed as being necessary only for slaves. The act of a Sovereign such as myself obtaining such a license, through social custom and ignorance of law, has no legal effect in changing my status. This is because any such change in status, if any may be supposed to occur, could happen only through a hidden and unrevealed contract or statute. Since no hidden, unrevealed, and undisclosed information, if it exists, can be lawfully held to be binding, it is null and void.
9. **Children in public school.** The attendance of my children in government-supported "public" schools or government-controlled "private" schools does not create any legal tax obligation for me, nor any other legal obligation, because I never signed a contract agreeing to such obligation for the supposed "privilege" of public school attendance.
- If any of my children have attended government supported "public" or controlled "private" schools, such was done under duress and not out of free will. Be it known that I regard "compulsory state education" as a violation of the Thirteenth Amendment to the U.S. Constitution, which states in relevant part: "Neither slavery nor involuntary servitude, except as a punishment for crime whereof the party shall have been duly convicted, shall exist within the United States, or any place subject to their jurisdiction."
10. **Declaration of Citizenship.** Any document I may have ever signed, in which I answered "yes" to the question, "Are you a U.S. citizen?" - cannot be used to compromise my status as a Sovereign, nor obligate me to perform in any manner. This is because without full written disclosure of the definition and consequences of such supposed "citizenship," provided in a document bearing my signature given freely without misrepresentation or coercion, there can be no legally binding contract.
- I am not a "United States" citizen subject to its jurisdiction. The United States is an entity created by the U.S. Constitution with jurisdiction as described on the following pages of this Affidavit. I am not a "resident of," an "inhabitant of," a "franchise of," a "subject of," a "ward of," the "property of," the "chattel of," or "subject to the jurisdiction of" any corporate federal government, corporate state government, corporate county government, corporate city government, or corporate municipal body politic created under the authority of the U.S. Constitution. I am not subject to any legislation, department, or agency created by such authorities, nor to the jurisdiction of any employees, officers, or agents deriving their authority therefrom. Further, I am not a subject of the Administrative and Legislative Article IV Courts of the several states, or Article I Courts of the United States, or bound by precedents of such courts, deriving their jurisdiction from said authorities. **Take Notice** that I hereby revoke, cancel, and make void ab initio any such instrument or any presumed election made by any of the several states or the United States government or any agency or department thereof, that I am or ever have voluntarily elected to be treated as a United States citizen subject to its jurisdiction or a resident of

any territory, possession, instrumentality or enclave under the sovereignty or exclusive jurisdiction of any of the several states or of the United States as defined in the U.S. Constitution in Article I, Section 8, Clause 17 and Article IV, Section 3, Clause 2.

11. **Past voter registration.** Similarly, since no obligation to perform in any manner was ever revealed in print, as part of the requirements for the supposed "privilege" to vote for government officials, any such registration on my part cannot be legal evidence of any obligation to perform. Likewise, I have granted NO jurisdiction over me, to any political office. It is my inherent right to vote on elections or issues that I feel affect all of society; NOT because I need anyone to rule over me. On the contrary - I have used the voting process only to instruct *my public servants* what a Citizen and Sovereign would like done.
12. **Use of the 2-letter state code and zip code.** My use of the 2-letter state code and zip code in my "address," which is secretly codified to indicate United States "federal zone" jurisdiction, has no effect whatsoever on my Sovereign status. Simply by receiving or sending "mail" through a quasi-federal messenger service, the postal service, at a location indicated with a 2-letter state code and zip code, cannot place me under federal jurisdiction or obligation. Such a presumption would be ludicrous. I use these codes only for the purposes of information and making it more efficacious for the U.S. Postal Service to deliver my mail.
13. **Use of semantics.** There are some immature people with mental imbalances, such as the craving to dominate other people, who masquerade as "government." Just because they alter definitions of words in the law books to their supposed advantage, doesn't mean I accept those definitions. The fact that they define the words "person," "address," "mail," "resident," "motor vehicle," "driving," "passenger," "employee," "income," and many others, in ways different from the common usage, so as to be associated with a subject or slave status, means nothing in real life. Because the courts have become entangled in the game of semantics, be it known to all courts and all parties, that if I have ever signed any document or spoken any words on record, using words defined by twists in the law books different from the common usage, there can be no effect whatsoever on my Sovereign status in society thereby, nor can there be created any obligation to perform in any manner, by the mere use of such words. Where the meaning in the common dictionary differs from the meaning in the law dictionary, it is the meaning in common dictionary that prevails, because it is more trustworthy. Such compelled and supposed "benefits" include, but are not limited to, the aforementioned typical examples. My use of such alleged "benefits" is under duress only, and is with full reservation of all my common law rights. I have waived none of my intrinsic rights and freedoms by my use thereof.

Furthermore, my use of such compelled "benefits" may be temporary, until better alternatives become available, practical, and widely recognized.

### **FEDERAL JURISDICTION**

It is further relevant to this Affidavit that any violation of my Rights, Freedom, or Property by the U.S. federal government, or any agent thereof, would be an illegal and unlawful excess, clearly outside the limited boundaries of federal jurisdiction. My understanding is that the jurisdiction of the U.S. federal government is defined by Article I, Section 8, Clause 17 of the U.S. Constitution, quoted as follows:

"The Congress shall have the power . . . To exercise exclusive legislation in all cases whatsoever, over such district (NOT EXCEEDING TEN MILES SQUARE) as may, by cession of particular states and the acceptance of Congress, become the seat of the Government of the United States, [District of Columbia] and to exercise like authority over all places purchased by the consent of the legislature of the state in which the same shall be, for the Erection of Forts, Magazines, Arsenals, dock yards and other needful Buildings; And - To make all laws which shall be necessary and proper for carrying into Execution the foregoing Powers..." [emphasis added]

and Article IV, Section 3, Clause 2:

"The Congress shall have the Power to dispose of and make all needful Rules and Regulations respecting the Territory or other Property belonging to the United States; and nothing in this Constitution shall be so construed as to Prejudice any Claims of the United States, or of any State." The definition of the "United States" being used here, then, is limited to its **territories**:

- |                                |   |
|--------------------------------|---|
| 1) The District of Columbia    | 6) Northern Mariana Islands                   |
| 2) Commonwealth of Puerto Rico | 7) Trust Territory of the Pacific Islands     |
| 3) U.S. Virgin Islands         | 8) Military bases within the several states   |
| 4) Guam                        | 9) Federal agencies within the several states |
| 5) American Samoa              |   |

It does **not** include the several states **themselves**, as is confirmed by the following cites:

"We have in our political system a Government of the United States and a government of each of the several States. Each one of these governments is distinct from the others, and each has citizens of its own who owe it allegiance, and whose rights, within its jurisdiction, it must protect. The same person may be at the same time a citizen of the United States and a Citizen of a State, but his rights of citizenship under one of these governments will be different from those he has under the other."

Slaughter House Cases United States vs. Cruikshank, 92 U.S. 542 (1875).

"THE UNITED STATES GOVERNMENT IS A FOREIGN CORPORATION WITH RESPECT TO A STATE." [emphasis added] Volume 20: Corpus Juris Sec. §1785: NY re: Merriam 36 N.E. 505 1441 S.Ct.1973, 41 L.Ed.287.

This is further confirmed by the following quote from the Internal Revenue Service:

Federal jurisdiction "includes the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam, and American Samoa." - Internal Revenue Code Section 312(e).

In legal terminology, the word "**includes**" means "**is limited to.**"

When referring to this "District" United States, the Internal Revenue Code uses the term "**WITHIN**" the United States. When referring to the several States, the Internal Revenue Code uses the term "**WITHOUT**" the United States.

Dozens, perhaps hundreds, of court cases prove that federal jurisdiction is limited to the few federal territory areas above indicated. For example, in two Supreme Court cases, it was decided:

"The laws of Congress in respect to those matters do not extend into the territorial limits of the states, but have force only in the District of Columbia, and other places that are within the exclusive jurisdiction of the national government," Caha v. United States, 152 U.S., at 215.

"We think a proper examination of this subject will show that the United States never held any municipal sovereignty, jurisdiction, or right of soil in and to the territory, of which Alabama or any of the new States were formed..." "[B]ecause, the United States have no constitutional capacity to exercise municipal jurisdiction, sovereignty, or eminent domain, within the limits of a State or elsewhere, except in the cases in which it is expressly granted..." "Alabama is therefore entitled to the sovereignty and jurisdiction over all the territory within her limits, subject to the common law," Pollard v. Hagan, 44 U.S. 221, 223, 228, 229.

Likewise, Title 18 of the United States Code at §7 specifies that the "territorial jurisdiction" of the United States extends only **outside** the boundaries of lands belonging to any of the several States.

**Therefore**, in addition to the fact that no unrevealed federal contract can obligate me to perform in any manner without my fully informed and uncoerced consent, likewise, no federal statutes or regulations apply to me or have any jurisdiction over me. I hereby affirm that I do not reside or work in any federal territory of the "District" United States, and that therefore no U.S. federal government statutes or regulations have any authority over me.

#### **POWERS AND CONTRACTUAL OBLIGATIONS OF UNITED STATES AND STATE GOVERNMENT OFFICIALS**

All United States and State government officials are hereby put on notice that I expect them to have recorded valid Oaths of Office in accordance with the U.S. Constitution, Article VI:

"The Senators and Representatives before mentioned, and the members of the several State Legislatures, and all executive and judicial officers, both of the United States and of the several States, shall be bound by oath or affirmation to support this Constitution..."

I understand that by their Oaths of Office all U.S. and State government officials are contractually bound by the U.S. Constitution as formulated by its framers, and not as "interpreted," subverted, or corrupted by the U.S. Supreme Court or other courts. According to the Ninth Amendment to the U.S. Constitution: "The enumeration in the Constitution of certain rights shall not be construed to deny or disparage others retained by the people." and the Tenth Amendment to the U.S. Constitution:

"The powers not delegated to the United States by the Constitution, nor prohibited by it to the States, are reserved to the States respectively, or to the people."

Thus, my understanding from these Amendments is that the powers of all U.S. and State government officials are limited to those specifically granted by the U.S. Constitution.

I further understand that any laws, statutes, ordinances, regulations, rules, and procedures contrary to the U.S. Constitution, as written by its framers, are null and void, as expressed in the **Sixteenth American Jurisprudence Second Edition, Section 177:**

**"The general misconception is that any statute passed by legislators bearing the appearance of law constitutes the law of the land. The U.S. Constitution is the supreme law of the land, and any statute, to be valid, must be in agreement. It is impossible for both the Constitution and a law violating it to be valid; one must prevail. This is succinctly stated as follows:**

"The general rule is that an unconstitutional statute, though having the form and name of law, is in reality no law, but is wholly void, and ineffective for any purpose; since unconstitutionality dates from the time of its enactment, and not merely from the date of the decision so branding it. An unconstitutional law, in legal contemplation, is as inoperative as if it had never been passed. Such a statute leaves the question that it purports to settle just as it would be had the statute not been enacted."

"Since an unconstitutional law is void, the general principles follow that it imposes no duties, confers no right, creates no office, bestows no power or authority on anyone, affords no protection, and justifies no acts performed under it..."

**"A void act cannot be legally consistent with a valid one. An unconstitutional law cannot operate to supersede any existing valid law. Indeed, insofar as a statute runs counter to the fundamental law of the land, it is superseded thereby."**

**"No one is bound to obey an unconstitutional law and no courts are bound to enforce it."**

[emphasis added]

and as expressed once again in the U.S. Constitution, Article VI:

**"This Constitution, and the laws of the United States which shall be made in pursuance thereof; and all treaties made, or which shall be made, under the authority of the United States, shall be the supreme law of the land; and the judges in every State shall be bound thereby, anything in the Constitution or laws of any State to the contrary notwithstanding."**

**All U.S. and State government officials are therefore hereby put on notice that any violations of their contractual obligations to act in accordance with their U.S. Constitution, may result in prosecution to the full extent of the law, as well as the application of all available legal remedies to recover damages suffered by any parties damaged by any actions of U.S. and State government officials in violation of the U.S. Constitution.**

#### **REVOCATION OF POWER OF ATTORNEY**

Furthermore, I hereby revoke, rescind, and make void ab initio, all powers of attorney, in fact or otherwise, implied in law or otherwise, signed either by me or anyone else, as it pertains to the Social Security number assigned to me, Patrick Farrell as it pertains to my birth certificate, marriage or business license, or any other licenses or certificates issued by any and all government or quasi-governmental entities, due to the use of various elements of fraud by said agencies to attempt to deprive me of my Sovereignty and/or property.

I hereby waive, cancel, repudiate, and refuse to knowingly accept any alleged "benefit" or gratuity associated with any of the aforementioned licenses, numbers, or certificates. I do hereby revoke and rescind all powers of attorney, in fact or otherwise, signed by me or otherwise, implied in law or otherwise, with or without my consent or knowledge, as it pertains to any and all property, real or personal, corporeal or incorporeal, obtained in the past, present, or future. I am the sole and absolute legal owner and possess allodial title to any and all such property.

**Take Notice that I also revoke, cancel, and make void ab initio all powers of attorney, in fact, in presumption, or otherwise, signed either by me or anyone else, claiming to act on my behalf, with or without my consent, as such power of attorney pertains to me or any property owned by me, by, but not limited to, any and all quasi/colorable, public, governmental entities or corporations on the grounds of constructive fraud, concealment, and nondisclosure of pertinent facts.**



I affirm that all of the foregoing is true and correct. I affirm that I am of lawful age and am competent to make this Affidavit. I hereby affix my own signature to all of the affirmations in this entire document with explicit reservation of all my unalienable rights and my specific common law right not to be bound by any contract or obligation which I have not entered into knowingly, willingly, voluntarily, and without misrepresentation, duress, or coercion.

The use of notary below is for identification only, and such use does NOT grant any jurisdiction to anyone.

**FURTHER AFFIANT SAITH NOT.**

Subscribed and sworn, without prejudice, and with all rights reserved,

(Print Name Below)

PATRICK LORNE FARRELL

Principal, by Special Appearance, in Propria Persona, proceeding Sui Juris.

My Hand and Mark as Subscriber

(Sign Name Below)

Date: JAN. 8, 2008 Common Law Seal:

Patrick Lorne Farrell

On this 8<sup>th</sup> day of January 2008, before me, the undersigned, a Notary Public in and for Florida (state), personally appeared the above-signed, known to me to be the one whose name is signed on this instrument, and has acknowledged to me that s/he has executed the same.

Signed: Brenda K Horton

Patrick Lorne Farrell  
produced a Florida Order  
dated E 8/2010

Printed Name: Brenda K Horton

Date: January 8, 2008

My Commission Expires: \_\_\_\_\_



## SECURITY AGREEMENT

### NON-NEGOTIABLE

This Security Agreement is made and entered into this 22nd day of December 2007 by and between PATRICK LORNE FARRELL, DEBTOR, hereinafter "DEBTOR," SOCIAL SECURITY ACCOUNT NUMBER [REDACTED]-5666, and the Patrick Lorne Farrell, Secured Party, hereinafter "Secured Party." If any part or portion of this Security Agreement is found to be invalid or unenforceable, such part or portion shall not void any other part or portion as reasonably segregable from said part(s) or portion(s). The Parties, hereinafter "Parties," are identified as follows:

#### DEBTOR

PATRICK LORNE FARRELL  
3015 SW PINE ISLAND RD  
STE. 113203  
CAPE CORAL, FL 33991  
Social Security Account Number [REDACTED]-5666

#### Secured Party

Patrick Lorne Farrell  
c/o 2904 North West 14<sup>th</sup> Terrace  
Cape Coral, Florida state [33993]  
united States of America

NOW, THEREFORE, the Parties agree as follows:

#### AGREEMENT

In consideration for the Secured Party providing certain accommodations to DEBTOR, *inter alia*, to the Secured Party:

1. Constituting the source, origin, substance, and being, i.e. basis of "pre-existing claim," from which the existence of DEBTOR was derived and on the basis of which DEBTOR is able to function as a transmitting utility to conduct Commercial Activity as a conduit for the transmission of goods and services to the Secured Party, and to interact, contract, and exchange goods, services, obligations, and liabilities with other DEBTORS, corporations, and artificial persons in Commerce;
2. Signing by accommodation for DEBTOR in all cases whatsoever wherein any signature of DEBTOR is required;
3. Issuing a binding commitment to extend credit or for the extension of immediately available credit, whether or not drawn upon and whether or not a chargeback is provided for in the event of difficulties in collection;
4. Providing the security for payment of all sums due or owing, or to become due or owing, by DEBTOR; and
5. Constituting the source of the assets, via the sentient existence, exercise of faculties, and labor of the Secured Party, that provide the valuable consideration sufficient to support any contract which DEBTOR may execute or to which DEBTOR may be regarded as bound by any person whatsoever, DEBTOR hereby confirms that this Security Agreement is a duly executed, signed, and sealed private contract entered into knowingly, intentionally, and voluntarily by DEBTOR and Secured Party, wherein and whereby DEBTOR:

- a. Voluntarily enters DEBTOR in the Commercial Registry;
- b. Transfers and assigns to the Secured Party a security interest in the Collateral described herein below;  
and
- c. Agrees to be, act, and function in law and commerce, as the unincorporated, proprietary trademark of the Secured Party for exclusive and discretionary use by the Secured Party in any manner that the Secured Party, by Sovereign and Unalienable Right, elects.

#### **PUBLIC LAWFUL NOTICE**

Filing of this Security Agreement by the Parties constitutes open, lawful, public notice that:

1. The law, venue, and jurisdiction of this Security Agreement is the ratified, finalized, signed, and sealed private contract freely entered into by and between DEBTOR and the Secured Party as registered herewith.
2. This Security Agreement is contractually complete herein and herewith and cannot be abrogated, altered, or amended, in whole or part, without the express, written consent of both DEBTOR and the Secured Party.
3. DEBTOR is the transmitting utility, and unincorporated, proprietary trademark of the Secured Party, and all property of DEBTOR is the secured property of the Secured Party.
4. Trade-name. In this Security Agreement the term Patrick Lorne: Farrell means any and all of the following juristic persons: PATRICK LORNE FARRELL, PATRICK L. FARRELL, P.L FARRELL, PAT LORNE FARRELL, PAT FARRELL, PATRICK FARRELL, MR. PATRICK LORNE FARRELL, MR. PATRICK FARRELL, P. FARRELL as well as any and all derivatives and variations in the spelling said name(s), respectively, except "Patrick Lorne: Farrell," "and"
5. Any unauthorized use of DEBTOR in any manner that might influence, affect, pertain to, or be presumed to pertain to the Secured Party in any manner is expressly prohibited without the written consent of the Secured Party.

#### **FIDELITY BOND**

Know all men by these presents, that DEBTOR, PATRICK LORNE FARRELL, establishes this bond in favor of the Secured Party, Patrick Lorne Farrell, in the sum of present Collateral Values up to the penal sum of One Hundred Billion United States Dollars (100,000,000,000.00), for the payment of which bond, well and truly made, DEBTOR binds DEBTOR and DEBTOR'S heirs, executors, administrators, and third-party assigns, jointly and severally, by these presents.

The condition of the above bond is: the Secured Party covenants to do certain things on behalf of DEBTOR, as set forth above in Agreement, and DEBTOR, with regard to conveying goods and services in Commercial Activity to the Secured Party, covenants to serve as a transmitting utility therefore and, as assurance of fidelity, grants to the Secured Party a Security Interest in the herein below described Collateral.

This bond shall be in force and effect as of the date hereon and until the DEBTOR'S Surety, PATRICK LORNE FARRELL, is released from liability by the written order of the UNITED STATES GOVERNMENT and provided that said Surety may cancel this bond and be relieved of further liability hereunder by delivering thirty- (30-) day written notice to DEBTOR. No such cancellation shall affect any liability incurred or accrued hereunder prior to the termination of said thirty- (30-) day period. In such event of notice of cancellation, DEBTOR agrees to reissue the bond before the end of said thirty- (30-) day period for an

amount equal to or greater than the above-stated value of this Security Agreement, unless the Parties agree otherwise.

#### INDEMNITY CLAUSE

DEBTOR, without the benefit of discussion or division, does hereby agree, covenant, and undertake to indemnify, defend, and hold the Secured Party harmless from and against any and all claims, losses, liabilities, costs, interests, and expenses, hereinafter referred to as "Claims" or "Claim," which Claims include, without restriction, all legal costs, interests, penalties, and fines suffered or incurred by the Secured Party, in accordance with the Secured Party's personal guarantee with respect to any loan or indebtedness of DEBTOR, including any amount DEBTOR might be deemed to owe to any creditor for any reason whatsoever.

The Secured Party shall promptly advise DEBTOR of any Claim and provide DEBTOR with full details of said Claim, *inter alia*, copy of any document, correspondence, suit, or action received by or served upon the Secured Party. The Secured Party shall fully cooperate with DEBTOR in any discussion, negotiation, or other proceeding relating to any Claim.

#### OBLIGATIONS SECURED

The security interest granted herein secures any and all indebtedness and liability whatsoever of DEBTOR to the Secured Party, whether direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, and however evidenced.

#### COLLATERAL

The collateral to which this Security Agreement pertains to, *inter alia*, all herein below described personal and real property of DEBTOR, now owned or hereafter, acquired by DEBTOR, in which the Secured Party holds all interest. DEBTOR retains possession and use, and rights of possession and use, of all collateral, and all proceeds, products, accounts, and fixtures, and the Orders there from, are released to DEBTOR.

Before any of the below-itemized property can be disbursed, exchanged, sold, tendered, forfeited, gifted, transferred, surrendered, conveyed, destroyed, disposed of, or otherwise removed from DEBTOR'S possession, Dishonor Settlement Agreement Bill of Exchange # BOE-080619535666PLF held by the Secured Party must be satisfied in full and acknowledgment of same completed.

1. All proceeds, products, accounts, and fixtures from crops, mine head, wellhead, with transmitting utilities, etc.;
2. All rents, wages, and income;
3. All land, mineral, water, and air rights;
4. All cottages, cabins, houses, and buildings;
5. All bank accounts, bank "safety" deposit boxes and the contents therein, credit card accounts, mutual fund accounts, certificates of deposit accounts, checking accounts, savings accounts, retirement plan accounts, stocks, bonds, securities, and benefits from trusts;
6. All inventory in any source;
7. All machinery, either farm or industrial;
8. All boats, yachts, and water craft, and all equipment, accoutrements, baggage, and cargo affixed or pertaining thereto or stowed therein, *inter alia*: all motors, engines, ancillary equipment, accessories, parts, tools, instruments, electronic equipment, navigation aids, service equipment,

- lubricants, and fuels and fuel additives;
9. All aircraft, gliders, balloons, and all equipment, accoutrements, baggage, and cargo affixed or pertaining thereto or stowed therein, *inter alia*: all motors, engines, ancillary equipment, accessories, parts, tools, instruments, electronic equipment, navigation aids, service equipment, lubricants, and fuels and fuel additives;
  10. All motor homes, trailers, mobile homes, recreational vehicles, house, cargo, and travel trailers, and all equipment, accoutrements, baggage, and cargo affixed or pertaining thereto or stowed therein, *inter alia*: all ancillary equipment, accessories, parts, service equipment, lubricants, and fuels and fuel additives;
  11. All livestock and animals, and all things required for the care, feeding, use, and husbandry thereof;
  12. All vehicles, autos, trucks, four-wheel vehicles, trailers, wagons, motorcycles, bicycles, tricycles, wheeled conveyances;
  13. All computers, computer-related equipment and accessories, electronically stored files or data, telephones, electronic equipment, office equipment and machines;
  14. All visual reproduction systems, aural reproduction Systems, motion pictures, films, video tapes, audio tapes, sound tracks, compact discs, phonograph records, film, video and aural production equipment, cameras, projectors, and musical instruments;
  15. All manuscripts, booklets, pamphlets, treatises, treatments, monographs, stories, written material, libraries, plays, screenplays, lyrics, songs, music;
  16. All books and records of DEBTOR;
  17. All Trademarks, Registered Marks, copyrights, patents, proprietary data and technology, inventions, royalties, good will;
  18. All scholastic degrees, diplomas, honors, awards, meritorious citations;
  19. All records, diaries, journals, photographs, negatives, transparencies, images, video footage, film footage, drawings, sound records, audio tapes, video tapes, computer production or storage of all kinds whatsoever, of DEBTOR;
  20. All fingerprints, footprints, palm prints, thumbprints, RNA materials, DNA materials, blood and blood fractions, biopsies, surgically removed tissue, bodily parts, organs, hair, teeth, nails, semen, urine, other bodily fluids or matter, voice-print, retinal image, and the descriptions thereof, and all other corporal identification factors, and said factors' physical counterparts, in any form, and all records, record numbers, and information pertaining thereto;
  21. All biometrics data, records, information, and processes not elsewhere described, the use thereof; and the use of the information contained therein or pertaining thereto;
  22. All Rights to obtain, use, request, or refuse or authorize the administration of, any food, beverage, nourishment, or water, or any substance to be infused or injected into, or affecting the body by any means whatsoever;
  23. All Rights to request, refuse, or authorize the administration of, any drug, manipulation, material, process, procedure, ray, or wave which alters, or might alter the present or future state of the body, mind, spirit, or will by any means, method, or process whatsoever;
  24. All keys, locks, lock combinations, encryption codes or keys, safes, secured places, and security devices, security programs, and any software, machinery, or devices related thereto;
  25. All Rights to access and use utilities upon payment of the same unit costs as the comparable units of usage offered to most-favored customers, *inter alia*, cable, electricity, garbage, gas, internet, satellite, sewage, telephone, water, www, and all other methods of communication, energy transmission, and food or water distribution;

26. All Rights to barter, buy, contract, sell, or trade ideas, products, services, or work;
27. All Rights to create, invent, adopt, utilize, or promulgate any system or means of currency, money, medium of exchange, coinage, barter, economic exchange, bookkeeping, record-keeping, and the like;
28. All Rights to use any free, rented, leased, fixed, or mobile domicile, as though same were a permanent domicile, free from requirement to apply for or obtain any government license or permission and free from entry, intrusion, or surveillance, by any means, regardless of duration of lease period, so long as any required lease is currently paid or a subsequent three-day grace period has not expired;
29. All Rights to manage, maneuver, direct, guide, or travel in any form of automobile or motorized conveyance whatsoever without any requirement to apply for or obtain any government license, permit, certificate, or permission of any kind whatsoever;
30. All Rights to marry and procreate children, and to rear, educate, train, guide, and spiritually enlighten any such children, without any requirement to apply for or obtain any government license, permit, certificate, or permission of any kind whatsoever;
31. All Rights to buy, sell, trade, grow, raise, gather, hunt, trap, angle, and store food, fiber, and raw materials for shelter, clothing, and survival;
32. All Rights to exercise freedom of religion, worship, use of sacraments, spiritual practice, and expression without any abridgment of free speech, or the right to publish, or the right to peaceably assemble, or the right to petition Government for redress of grievances, or petition any military force of the United States for physical protection from threats to the safety and integrity of person or property from either "public" or "private" sources;
33. All Rights to Keep and Bear Arms for self-defense of self, family, and parties entreating physical protection of person or property;
34. All Rights to create, preserve, and maintain inviolable, spiritual sanctuary and receive into same any and all parties requesting safety and shelter;
35. All Rights to create documents of travel of every kind whatsoever, *inter alia*, those signifying diplomatic status and immunity as a free, independent, and Sovereign State-in-fact;
36. All claims of ownership or certificates of title to the corporeal and incorporeal hereditaments, hereditary succession, and all innate aspects of being, *i.e.* mind, body, soul, free will, faculties, and self;
37. All Rights to privacy and security in person and property, *inter alia*, all Rights to safety and security of all household or sanctuary dwellers or guests, and -all papers and effects belonging to DEBTOR or any household or sanctuary dwellers or guests, against governmental, quasi-governmental, *defacto* governmental, or private intrusion, detainer, entry, seizure, search, surveillance, trespass, assault, summons, or warrant, except with proof of superior claim duly filed in the Commercial Registry by any such intruding party in the private capacity of such intruding party, notwithstanding whatever purported authority, warrant, order, law, or color of law may be promulgated as the authority for any such intrusion, detainer, entry, seizure, search, surveillance, trespass, assault, summons, or warrant;
38. All names used and all Corporations Sole executed and filed, or to be executed and filed, under said names;
39. All intellectual property, *inter alia*, all speaking and writing;
40. All signatures and seals;
41. All present and future retirement incomes, and rights to such incomes, issuing from any of

DEBTOR'S accounts;

42. All present and future medical and healthcare rights, and rights owned through survivorship, from any of DEBTOR'S accounts;
43. All applications, filings, correspondence, information, identifying marks, image licenses or travel documents, materials, permits, registrations, and records and records numbers held by any entity, for any purpose, however acquired, as well as the analyses and uses thereof, and any use of any information and images contained therein, regardless of creator, method, location, process, or storage form, *inter alia*, all processed algorithms analyzing, classifying, comparing, compressing, displaying, identifying, processing, storing, or transmitting said applications, filings, correspondence, information, identifying marks, image licenses or travel documents, materials, permits, registrations, and records and records numbers, and the like;
44. All library cards;
45. All credit, charge, and debit cards, and mortgages, notes, applications, card numbers, and associated records and information;
46. All credit of DEBTOR;
47. All traffic citations/tickets;
48. All parking citations/tickets;
49. All court cases and judgments, past, present, and future, in any court whatsoever, and all bonds, orders, warrants, and other matters attached thereto or derived there from;
50. All precious metals, bullion, coins, jewelry, precious jewels, semi-precious stones, mounts, and any storage boxes within which said items are stored;
51. All tax correspondence, filings, notices, coding, record numbers, and any information contained therein, wherever and however located, and no matter by whom said information was obtained, compiled, codified, recorded, stored, analyzed, processed, communicated, or utilized;
52. All bank accounts, bonds, certificates of deposit, drafts, futures, insurance policies, investment securities, Individual Retirement Accounts, money market accounts, mutual funds, notes, options, puts, calls, pension plans, savings accounts, stocks, warrants, 401-K's, and the like;
53. All accounts, deposits, escrow accounts, lotteries, overpayments, prepayments, prizes, rebates, refunds, returns, Treasury Direct Accounts, claimed and unclaimed funds, and all records and records numbers, correspondence, and information pertaining thereto or derived there from;
54. All cash, coins, money, Federal Reserve Notes, and Silver Certificates;
55. All drugs, herbs, medicine, medical supplies, cultivated plants, growing plants, inventory, ancillary equipment, supplies, propagating plants, and seeds, and all related storage facilities and supplies;
56. All products of and for agriculture, and all equipment, inventories, supplies, contracts, accoutrements involved in the planting, tilling, harvesting, processing, preservation, and storage of all products of agriculture;
57. All farm, lawn, and irrigation equipment, accessories, attachments, hand-tools, implements, service equipment, parts, and supplies, and storage sheds and contents;
58. All fuel, fuel tanks, containers, and involved or related delivery systems;
59. All metal-working, woodworking, and other such machinery, and all ancillary equipment, accessories, consumables, power tools, hand tools, inventories, storage cabinets, toolboxes, work benches, shops, and facilities;
60. All camping, fishing, hunting, and sporting equipment, and all special clothing, materials, supplies, and baggage related thereto;
61. All rifles and guns and related accessories, and ammunition and the integral components thereof;
62. All radios, televisions, communication equipment, receivers, transceivers, transmitters, antennas,

- and towers, and all ancillary equipment, supplies, computers, software programs, wiring, and related accoutrements and devices;
63. All power-generating machines or devices, and all storage, conditioning, control, distribution, wiring, and ancillary equipment pertaining or attached thereto;
  64. All computers and computer Systems and the information contained therein, as well as all ancillary equipment, printers, and data compression or encryption devices and processes;
  65. All office and engineering equipment, furniture, ancillary equipment, drawings tools, electronic and paper files, and items related thereto;
  66. All water wells and well-drilling equipment, and all ancillary equipment, chemicals, tools, and supplies;
  67. All shipping, storing, and cargo containers, and all chassis, truck trailers, vans, and the contents thereof; whether on-site, in transit, or in storage anywhere;
  68. All building materials and prefabricated buildings, and all components or materials pertaining thereto, before or during manufacture, transportation, storage, building, erection, or vacancy while awaiting occupancy thereof;
  69. All communications and data, and the methods, devices, and forms of information storage and retrieval, and the products of any such stored information;
  70. All books, drawings, magazines, manuals, and reference materials regardless of physical form;
  71. All artwork, paintings, etchings, photographic art, lithographs, and serigraphs, and all frames and mounts pertaining or affixed thereto;
  72. All food, and all devices, tools, equipment, vehicles, machines, and related accoutrements involved in food preservation, preparation, growth, transport, and storage;
  73. All construction machinery and all ancillary equipment, supplies, materials, fuels, fuel additives, supplies, materials, and service equipment pertaining thereto;
  74. All medical, dental, optical, prescription, and insurance records, records numbers, and information contained in any such records or pertaining thereto;
  75. The Will of DEBTOR;
  76. All inheritances gotten or to be gotten;
  77. All wedding bands and rings, watches, wardrobe, and toiletries;
  78. All household goods and appliances, linen, furniture, kitchen utensils, cutlery, tableware, cooking utensils, pottery, antiques;
  79. All businesses, corporations, companies, trusts, partnerships, limited partnerships, organizations, proprietorships, and the like, now owned or hereafter acquired, and all books and records thereof and there from, all income there from, and all accessories, accounts, equipment, information, inventory, money, spare parts, and computer software pertaining thereto;
  80. All packages, parcels, envelopes, or labels of any kind whatsoever which are addressed to, or intended to be addressed to, DEBTOR, whether received or not received by DEBTOR;
  81. All telephone numbers;
  82. Any property not specifically listed, named, or specified by make, model, serial number, etc., is expressly herewith included as collateral of DEBTOR.

#### ADVISORY

All instruments and documents referenced/itemized above are accepted for value, with all related endorsements, front and back, in accordance with UCC § 3-419 and House Joint Resolution 192 of June 5, 1933. This Security Agreement is accepted for value, property of the Secured Party, and not dischargeable in bankruptcy court as the Secured Party's property is exempt from third-party levy. This Security Agreement supersedes all previous



contracts or security agreements between DEBTOR and the Secured Party.

DEBTOR agrees to notify all of DEBTOR'S former creditors, would-be creditors, and any would-be purchasers of any herein-described Collateral, of this Security Agreement, and all such personages are expressly so-noticed herewith.

This Security Agreement devolves on the Secured Party's heirs and assigns, who are equally as authorized, upon taking title to this Security Agreement, as the Secured Party to hold and enforce said Security Agreement via non-negotiable contract, devise, or any lawful commercial remedy.

## DEFAULT

The following shall constitute the events of default hereunder:

1. Failure by DEBTOR to pay any debt secured hereby when due;
2. Failure by DEBTOR to perform any obligations secured hereby when required to be performed;
3. Any breach of any warranty by DEBTOR contained in this Security Agreement; or
4. Any loss, damage, expense, or injury accruing to Secured Party by virtue of the transmitting-utility function of DEBTOR.

The Secured Party reserves the right to satisfy any judgment, lien, levy, debt, or obligation, whether unsecured, secured, or purported to be secured, against DEBTOR by executing a Bill of Exchange against the Fidelity Bond registered herewith.

NOTICE TO THE PRINCIPAL IS NOTICE TO THE AGENT

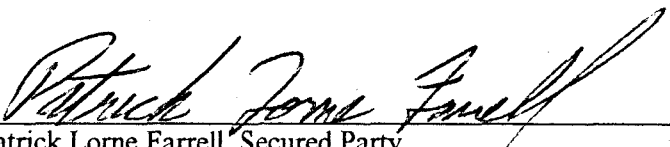
NOTICE TO THE AGENT IS NOTICE TO THE PRINCIPAL

Applicable to all Successors and Assigns

## SIGNATURES

The Secured Party executes this Security Agreement certified and sworn on the Secured Party's unlimited liability true, correct, and complete, and accepts all signatures in accord with UCC § 3-419.

PATRICK LORNE FARRELL, DEBTOR

  
Patrick Lorne Farrell, Secured Party

## ACKNOWLEDGEMENT

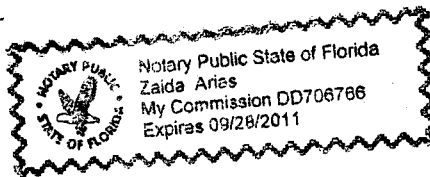
County of LEE )  
 ) Scilicet  
Florida state )

Subscribed and sworn before me this 7<sup>th</sup> day of January, A.D. 2008, a Notary, that

ZAIDA Arias, personally appeared and known to me to be the man whose name subscribed to  
the with in instrument and acknowledged to be the same.

Notary Public Zaida Aries (seal)

My Commission Expires 09/28/2011



# HOLD HARMLESS AND INDEMNITY AGREEMENT

Number HHIA-080619535666PLF

Non-Negotiable - Private Between the Parties

## PARTIES:

Debtor:

PATRICK LORNE FARRELL© trade-name

3015 SW PINE ISLAND RD

Ste. 113203

CAPE CORAL, FL 33991

Creditor:

Patrick Lorne Farrell©

c/o 2904 NW 14<sup>th</sup> Terrace

Cape Coral, Florida [33993]

... and any and all derivatives and variations in the spelling of said name.

Debtor's Social Security Account Number: █████-5666

This Hold-harmless and Indemnity Agreement is mutually agreed upon and entered into in this Twenty Second Day of the Twelfth Month in the Year of Our Lord Two Thousand and Seven between the juristic person: "PATRICK LORNE FARRELL©," and any and all derivatives and variations in spelling of said name hereinafter jointly and severally "Debtor," except, "Patrick Lorne Farrell©," the living, breathing, flesh-and-blood man, known by the distinctive appellation Patrick Lorne Farrell©, hereinafter "Creditor."

For valuable consideration Debtor hereby expressly agrees and covenants, without benefit of discussion, and without division, that Debtor holds harmless and undertakes the indemnification of Creditor from and against any and all claims, legal actions, orders, warrants, judgments, demands, liabilities, losses, depositions, summonses, lawsuits, costs, fines, liens, levies, penalties, damages, interests, and expenses whatsoever both absolute and contingent, as are due and as might become due, now existing and as might hereafter arise, and as might be suffered/incurred by, as well as imposed on, Debtor for any reason, purpose, and cause whatsoever. Debtor does hereby and herewith expressly covenant and agree that Creditor shall not under any circumstance, nor in any manner whatsoever, be considered an accommodation party, nor a surety, for Debtor.

## Defined; Glossary of Terms.

As used in this Hold-harmless and Indemnity Agreement, the following words and terms express the meanings set forth as follows, *non obstante*:

**Appellation.** In this Hold-harmless and Indemnity Agreement the term "appellation" means: A general term that introduces and specifies a particular term which may be used in addressing, greeting, calling out for, and making appeals of a particular living, breathing, flesh and-blood man.

**Conduit.** In this Hold-harmless and Indemnity Agreement the term "conduit" signifies a means of transmitting and distributing energy and the effects/produce of labor, such as goods and services, via the name, "PATRICK LORNE FARRELL©," also known by any and all derivatives and variations in the spelling of said name of Debtor except all derivatives and variations in the spelling of the name of "Patrick Lorne Farrell©," **Creditor**.

**Creditor.** In this Hold-harmless and Indemnity Agreement the term "Creditor" means "Patrick Lorne Farrell©" and all derivatives and variations in the spelling of the name of "Patrick Lorne Farrell©".

**Debtor.** In this Hold-harmless and Indemnity Agreement the term 'Debtor' means "PATRICK LORNE FARRELL©," also known by any and all derivatives and variations in the spelling of said name excepting "Patrick Lorne Farrell©" and all derivatives and variations in the spelling of the name of "Patrick Lorne Farrell©".

**"Derivative.** In this Hold-harmless and Indemnity Agreement the word "derivative" means coming from another; taken from something preceding; secondary; that which has not the origin in itself, but obtains existence from something foregoing and of a more primal and fundamental nature; anything derived from another.

**Ens legis.** In this Hold-harmless and Indemnity Agreement the term "ens legis" means a creature of the law; an artificial being, such as a corporation, considered as deriving its existence entirely from the law, as contrasted with a natural person.

**Hold-harmless and Indemnity Agreement.** In this Hold-harmless and Indemnity Agreement the term "Hold-harmless and Indemnity Agreement" means this Hold-harmless and Indemnity Agreement No. HHIA-080619535666PLF as this Hold-harmless and Indemnity Agreement may be amended and modified in accordance with the agreement of the parties signing hereunder, together with all attachments, exhibits, documents, endorsements, and schedules re this Hold-harmless and Indemnity Agreement attached "PATRICK LORNE FARRELL©." In this Hold-harmless and Indemnity Agreement the "PATRICK LORNE FARRELL©" means "PATRICK LORNE FARRELL©" and any and all derivatives and variations in the spelling of said name except, "Patrick Lorne Farrell©" and all derivatives and variations in the spelling of the name "Patrick Lorne Farrell©." Common Law Copyright © 2007 by "Patrick Lorne Farrell©." All Rights Reserved.

In this Hold-harmless and Indemnity Agreement the term "Patrick Lorne Farrell©" means the sentient, living, flesh-and-blood man identified by the distinctive appellation Patrick Lorne Farrell© and all derivatives and variations in the spelling of the name "Patrick Lorne Farrell©." All rights are reserved re use of "Patrick Lorne Farrell©." Autograph Common Law Copyright 2007.

**Juristic person.** In this Hold-harmless and Indemnity Agreement the term "juristic person" means an abstract, legal entity ens legis, such as a corporation, created by construct of law and considered as possessing certain legal rights and duties of a human being; an imaginary entity, such as Debtor, i.e. PATRICK LORNE FARRELL© which, on the basis of legal reasoning, is legally treated as a human being for the purpose of conducting commercial activity for the benefit of a biological, living being, such as Creditor.

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recognizing, that is, juristic persons other than human beings. The theories by which this mode of legal operation has developed, has been justified, qualified, and defined are the subject matter of a very sizable library, The historic roots of a particular society, economic pressures, philosophic notions, all have had their share in the law's response to the ways of men in carrying on their affairs through what is now the familiar device of the corporation ----- Attribution of legal rights and duties to a juristic person other than man is necessarily a metaphorical process. And the none the worse for it. No doubt, 'Metaphors in law are to be narrowly watched.'" Cardozo, J., in *Berkey v. Third Avenue R. Co.*, 244 N.Y. 84, 94, "But all instruments of thought should be narrowly watched lest they be abused and fail in their service to reason." See *U.S. v. SCOPHONY CORP. OF AMERICA*, 333 U.S. 795; 68 S.Ct. 855; 1948 U.S.

"Observation: A person has a property right in the use of his or her name which a person may transfer or assign." *Gracey v. Maddin*, 769 S.W. 2nd 497 (Tenn. Ct. App. 1989).

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**Living, breathing, flesh-and-blood man.** In this Private Agreement the term "living, breathing, flesh-and-blood man" means the Creditor "Patrick Lorne Farrell©", a sentient, living being, as distinguished from an artificial legal construct, ens legis, i.e. a juristic person created by construct of law.

*Non obstante.* In this Private Agreement the term "*non obstante*" means: Words anciently used in public and private instrument with the intent of precluding, in advance, any interpretation other than certain declared objects, purposes.

"There, every man is independent of all laws, except those prescribed by nature. He is not bound by any institutions formed by his fellowmen without his consent." CRUDEN v. NEALE, 2 N.C. 338 (1796) 2 S.E. . 70.

**Sentient, living, being.** In this Private Agreement the term "sentient, living being" means the Creditor, i.e "Patrick Lorne Farrell ©", a living, breathing, flesh-and-blood man, as distinguished from an abstract legal construct such as an artificial entity, juristic corporation, partnership, association, and the like.

**Transmitting Utility.** In this Hold-harmless and Indemnity Agreement the term "transmitting utility" means a 'commercial transmitting utility,' i.e., a conduit for all commercial presentments and matters passed to or presented to the Debtor, i.e. PATRICK LORNE FARRELL©.

**UCC.** In this Hold-harmless and Indemnity Agreement the term "UCC" means Uniform Commercial Code.

This Hold-harmless and Indemnity Agreement No. HHIA-080619535666PLF is dated: the 8th Day of the JANUARY Month in the Year of Our Lord Two Thousand and Eight.

Debtor: PATRICK LORNE FARRELL©.

PATRICK LORNE FARRELL  
Debtor's Signature [printed!]

Creditor accepts Debtor's signature in accord with UCC §§ 1-201(39), 3-401 (b).

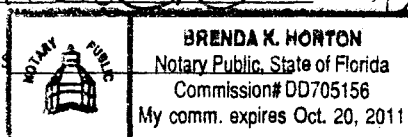
Creditor: Patrick Lorne Farrell©  
Patrick Lorne Farrell  
Creditor's Signature - Autograph Common  
Copyright© 2007 by Patrick Lorne Farrell©.  
All Rights Reserved.

#### ACKNOWLEDGEMENT

County of Dee )  
Florida state ) Scilicet )

SUBSCRIBED TO AND SWORN before me this 8th day of January, A.D. 2008, a Notary, that Patrick Lorne Farrell, personally appeared and known to me to be the man/woman whose name subscribed to the within instrument and acknowledged to be the same.

Brenda K Horton Seal: Produced in Florida  
Notary Public License E 8/2010  
My Commission Expires



## Common Law Copyright Notice

**Common Law Copyright Notice:** All rights reserved re; common-law copyright of trade-name/trademark, **PATRICK LORNE FARRELL**© as well as any and all derivatives and variations in the spelling of said trade-names/trademarks – Copyright 1971, by ‘Patrick Lorne Farrell’. Said trade-names/trademarks, ©, may neither be used, nor reproduced, neither in whole nor in part, nor in any manner whatsoever, without the prior, express, written consent and acknowledgment of ‘Patrick Lorne Farrell’ as signified by the Blue-ink signature of ‘**Patrick Lorne Farrell**’, hereinafter ‘Secured Party.’ With the intent of being contractually bound, any Juristic Person, as well as the agent of said Juristic Person, consents and agrees by this Copyright Notice that neither said Juristic Person, nor the agent of said Juristic Person, shall display, nor otherwise use in any manner, the trade-name/trademark, nor common-law copyright described herein, nor any derivative of, nor any variation in the spelling of, said name without prior, express, written consent and acknowledgment of Secured Party, as signified by Secured Party’s signature in Blue-ink. Secured Party neither grants, nor implies, nor otherwise gives consent for any unauthorized use of ‘**PATRICK LORNE FARRELL**’©, and all such unauthorized use is strictly prohibited. Secured Party is not now, nor has Secured Party ever been, an accommodation party, nor a surety, for the purported debtor, i.e. “**PATRICK LORNE FARRELL** ©” nor for any derivative of, nor for any variation in the spelling of, said name, nor for any other juristic person, and is so-indemnified and held harmless by Debtor, i.e. “**PATRICK LORNE FARRELL** ©” in Hold-harmless and Indemnity Agreement No. **HHIA-080619535666PLF** dated the **22nd Day of the 12th Month in the Year of Our Lord Two-Thousand and Seven** against any and all claims, legal actions, orders, warrants, judgments, demands, liabilities, losses, depositions, summonses, lawsuits, costs, fines, liens, levies, penalties, damages, interests, and expenses whatsoever, both absolute and contingent, as are due and as might become due, now existing and as might hereafter arise, and as might be suffered by, imposed on, and incurred by Debtor for any and every reason, purpose, and cause whatsoever. Self-executing Contract / Security Agreement in Event of Unauthorized Use: By this Copyright Notice, both the Juristic Person and the agent of said Juristic Person, hereinafter jointly and severally “User,” consent and agree that any use of ‘**PATRICK LORNE FARRELL** ©’, other than authorized use as set forth above; constitutes unauthorized use of Secured Party’s copyrighted property and contractually binds User. This Notice by Declaration becomes a Security Agreement wherein User is a debtor and ‘**Patrick Lorne Farrell**’ is Secured Party, and signifies that User: (1) grants Secured Party a security interest in all of User’s property and interest

1 – Copyright Notice #CLC-080619535666PLF

in property in the sum certain amount of \$500,000.00 per each trade-name/trademark used, per each occurrence of use (violation/infringement), plus triple damages, plus costs for each such use, as well as for each and every use of any and all derivatives of, and variations in the spelling of, '**PATRICK LORNE FARRELL**©'; (2) authenticates this Security Agreement wherein User is debtor and 'Patrick Lorne Farrell' is Secured Party, and wherein User pledges all of User's property, i.e. all consumer goods, farm products, inventory, equipment, money, investment property, commercial tort claims, letters of credit, letter-of-credit rights, chattel paper, instruments, deposit accounts, accounts, documents, and general intangibles, and all User's interest in all such foregoing property, now owned and hereafter acquired, now existing and hereafter arising, and wherever located, as collateral for securing Users contractual obligation in favor of Secured Party for User's unauthorized use of Secured Party's copyrighted property; (3) consents and agrees with Secured Party's filing of a UCC Financing Statement wherein User is debtor and '**Patrick Lorne Farrell**' is Secured Party; (4) consents and agrees that said UCC Financing Statement described above in paragraph "(3)" is a continuing financing statement, and further consents and agrees with Secured Party's filing of any continuation statement necessary for maintaining Secured Party's perfected security interest in all of User's property and interest in property pledged as collateral in Security Agreement described above in paragraph "(2)," until User's contractual obligation theretofore incurred has been fully satisfied; (5) authorizes Secured Party's filing of any UCC Financing Statement, as described above in paragraph "(3)," as well as in paragraph "(4)," and the filing of any Security Agreement, as described above in paragraph "(2)," in the UCC filing office; (6) consents and agrees that any and all such filings described in paragraph "(4)" and "(5)" above are not, and may not be considered, bogus, and that User will not claim that any such filing is bogus; (7) waives all defenses; and (8) appoints Secured Party as Authorized Representative for User, effective upon User's default re User's contractual obligations in favor of Secured Party as set forth below under "Payment Terms" and "Default Terms," with full authorization and power granted Secured Party for engaging in any and all actions on behalf of User including, but not limited by, authentication of a record on behalf of User, as Secured Party, in Secured Party's sole discretion, deems appropriate, and User further consents and agrees that this appointment of Secured Party as Authorized Representative for User, effective upon User's default, is irrevocable and coupled with a security interest. User further consents and agrees with all of the following additional terms of Self-executing Contract/Security Agreement in Event of Unauthorized Use:

**Payment Terms:** In accordance with fees for unauthorized use of **PATRICK LORNE**

**FARRELL©** as set forth above, User hereby consents and agrees that User shall pay Secured Party all unauthorized-use fees in full within ten (10) days of date Secured Party's invoice, hereinafter "Invoice," itemizing said fees, is sent.

**Default Terms:** In event of non-payment in full of all unauthorized-use fees by User within ten (10) days of date Invoice is sent, User shall be deemed in default and (a) all of User's property and interest in property pledged as collateral by User, as set forth in above in paragraph "(2)," immediately becomes, i.e. is, property of Secured Party; (b) Secured Party is appointed User's Authorized Representative as set forth above in paragraph "(8)"; and (c) User consents and agrees that Secured Party may take possession of, as well as otherwise dispose of in any manner that Secured Party, in Secured Party's sole discretion, deems appropriate, including, but not limited by, sale at auction, at any time following User's default, and without further notice, any and all of User's former property and interest in property formerly pledged as collateral by User, now property of Secured Party, in respect of this "Self-executing Contract/Security Agreement in Event of Unauthorized Use," that Secured Party, again in Secured Party's sole discretion, deems appropriate.

**Terms for Curing Default:** Upon event of default, as set forth above under "Default Terms," irrespective of any and all of Users former property and interest in property in the possession of, as well as disposed of by, Secured Party, as authorized above under "Default Terms," User may cure User's default re only the remainder of User's former property and interest in property formerly pledged as collateral that is neither in the possession of, nor otherwise disposed of by, Secured Party within twenty (20) days of date of User's default only by payment in full.

**Terms of Strict Foreclosure:** User's non-payment in full of all unauthorized-use fees itemized in Invoice within said twenty- (20) day period for curing default as set forth above under "Terms for Curing Default" authorizes Secured Party's immediate non-judicial strict foreclosure on any and all remaining property and interest in property formerly pledged as collateral by User, now property of Secured Party, which is not in the possession of, nor otherwise disposed of by, Secured Party upon expiration of said twenty (20) day strict-foreclosure period. Ownership subject to common-law copyright and UCC Financing Statement and Security Agreement filed with the UCC filing office. Record Owner: '**Patrick Lorne Farrell**', Autograph Common Law Copyright's 1987.



Record owner: Secured Party / creditor name autographed common-law copyright:

Copyrighted Date January 7<sup>th</sup>, 2008

Without Prejudice/Without Recourse

Patrick Lorne Farrell Secured Party  
in behalf of PATRICK LORNE FARRELL©, Ens legis

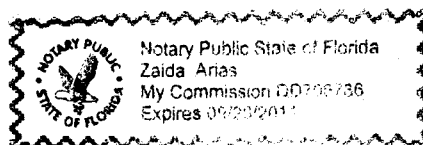
ACKNOWLEDGEMENT

County of LEE )  
 ) Scilicet  
FLORIDA state )

SUBSCRIBED TO AND SWORN before me this 7<sup>th</sup> day of January, A.D.  
2008 a Notary, that Zaida Arias, personally appeared and known to me to be the  
man/woman whose name subscribed to the within instrument and acknowledged to be the same.

Zaida Arias Seal;  
Notary Public

My Commission expires 09/28/2011



## **POWER OF ATTORNEY**

### **LIMITED**

Know All Men by These Presents: That I, PATRICK LORNE FARRELL, the Debtor, corporate entity, and 'ens legis,' the undersigned, hereby make, constitute and appoints Patrick Lorne Farrell, herein, the flesh and blood man, a living soul, the Secured Party/Creditor as my true and lawfully Attorney-in-fact for me and in my corporate capacity (LLC), place and stead and for my personal and commercial use and benefit:

1. To ask, demand, request, file, sue, recover, register, collect and receive each and every sum of money, credit, account legacy, bequest, interest, dividend, annuity and demand (which now is or hereafter shall become due, owing or payable or dischargeable) belonging to or accepted or claimed by me, or presented to the DEBTOR; PATRICK LORNE FARRELL, (a corporate entity) and to use and take any lawful and/or commercial means necessary for the recovery thereof by legal or commercial process or otherwise, and to execute and deliver or receive a satisfaction or release therefore, together with the right and power to settle, compromise, compound and or discharge any claim or initiate any administrative claim for damages or make any necessary demands;
2. To exercise any or all of the following powers as to all kinds of personal property, private property and any property, goods, wares and merchandise, choices in action and other property in possession or where a security interest is established and to or in other actions;
3. To secure by private registration the interest, or the security interest in any or all property where necessary, to accept for value and to discharge any and all debts for fine, fee, or tax where necessary, to cause the commercial adjustment of any such account held open against the DEBTOR- PATRICK LORNE FARRELL; to use where necessary any Sight Drafts/Money Orders, Bills of Exchange to finalize any of the above in my behalf;
4. To open any Checking accounts whereupon being 'closed,' to discharge any fines, fees, taxes and debts via adjustment and set-off.
5. To create, amend, supplement and or terminate any trust or the RES created by the government (District of Columbia) and ratified or exercised in any manner by any other State;
6. To request, retrieve, file, submit, or otherwise, any papers in my behalf for any matter whether commercial, quasi-judicial, administrative, or otherwise and to sign my legal corporate name as my act and deed, to execute and deliver same for any redress or remedy, claim, suit or otherwise.

GIVING AND GRANTING, unto my said Attorney-in-fact full power and authority to do and perform all and every act and thing whatsoever requisite, necessary or appropriate to be done in and about all matters as fully to all intents and purposes as I might or could do if I was personally present, and hereby ratifying all that my Attorney-in-fact shall lawfully do or cause to be done by virtue of these presents. The powers and authority hereby conferred upon my said Attorney-in-fact shall be applicable to all real and private property, personal property or interest therein now owned or hereinafter acquired by me as the 'ENS LEGIS/LLC and wherever situate, and as evidenced by a filed security interest.

My said Attorney-in-fact: Patrick Lorne Farrell is empowered hereby to determine in his sole discretion the time, purpose for and manner in which any power herein conferred upon him shall be exercised, and the conditions, provisions and covenants of any instrument(s) or document(s) which may be executed by him pursuant hereto; and in the acquisition or distribution of real, personal or private property, my said Attorney-in-fact shall have exclusive power to fix the terms or amounts thereof for cash, funds, credit and/or affecting all property, including rights, titles, interest to same and if on/for credit — with or without security.

When the context so requires, the masculine gender includes the feminine and/or neuter, and the singular numbers includes the plural.

WITNESS my hand this 8th day of, 2008, A.D. JANUARY

PATRICK LORNE FARRELL

Patrick Lorne Farrell

Secured Party

/S/ PATRICK LORNE FARRELL

Patrick Lorne Farrell

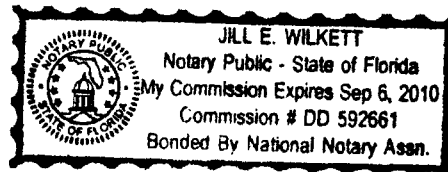
Patrick Lorne Farrell

#### ACKNOWLEDGEMENT

County of Lee )  
 ) Scilicet  
Florida state )

SUBSCRIBED TO AND SWORN before me this 8th day of, A.D. 2008, a Notary, that, personally appeared and known to me to be the man whose name subscribed to the within instrument and acknowledged to be the same.

Jill E. Wilkett Seal;  
Notary Public  
My Commission Expires Sep 6, 2010



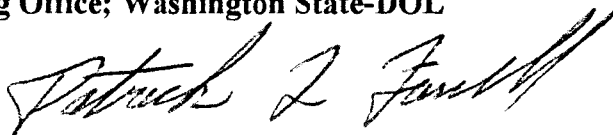
**COLLATERAL RECORD AND FILING**

This is the entry of the collateral record owner; Patrick Lorne Farrell and of the Debtor; PATRICK LORNE FARRELL in the Commercial Chamber under necessity and the following property is hereby registered in the same; All Certificates of Birth Document # [REDACTED] 3224 are herein liened and claimed at a sum certain \$100,000,000.00, Florida Driver # [REDACTED]-286-0, Passport No. [REDACTED] 9684, Florida Voter registration No. 111664909, Warranty Deed INSTR #6397771, Toyota Truck 2007 5TFJU52117X002398, UCC Contract Trust Account Number [REDACTED]-5666, Employer Identification # [REDACTED] 5666, Federal Reserve Bank of Richmond Personal Exemption Account/Bond #E94934511; Exemption Identification Number [REDACTED] 5666, AutoTRIS & CUSIP Number; 375585666, Personal UCC Contract Trust Account (pending) in the amount of \$unlimited; Twenty Two Dollars (\$22) Silver Coins, Security Agreement No. SA-080619535666PLF, Power of Attorney No. POA-080619535666PLF, Hold Harmless Indemnification Agreement No. HHIA-080619535666PLF, Copyright Notice No. CLC-080619535666PLF, Bill of Exchange No. BOE-080619535666PLF. Said registration is to secure the rights title(s) and interest in and of the Root of Title and Birth Certificate as received by the Michigan DEPARTMENT OF HEALTH AND WELFARE (Division of Vital Statistics) DNA, Retna Scans and all Debentures, Indentures, Accounts, and all the Pledges represented by same included but not limited to the pignus, hypotheca, hereditments, res, the energy and all products derived there-from, nunc pro tunc, but not limited to all capitalized names: PATRICK LORNE FARRELL, PATRICK L. FARRELL, P.L FARRELL, PAT LORNE FARRELL, PAT FARRELL, PATRICK FARRELL, MR. PATRICK LORNE FARRELL, MR. PATRICK FARRELL, P. FARRELL or any derivatives thereof, and all contracts, agreements, and signatures and/or endorsements, facsimiles, printed, typed or photocopied of owner's name predicated on the 'Straw-man,' LLC (ENS LEGIS) described as the debtor and all property is accepted for value and is Exempt from levy. Record owner is not the guarantor or surety to any other account by explicit reservation. Adjustment of this filing is from Public Policy HJR-192 and UCC 1-104 and 10-104. All proceeds, products, accounts, baggage and fixtures and the Orders there from are to be released to the Secured Party as the authorized representative of the debtor. Debtor is a commercial transmitting utility and is a trust.

**File Number; 2007-356-2344-8**

**File Date / Time; 12/22/2007 07:46AM**

**Filing Office; Washington State-DOL**



**IN THE CIRCUIT COURT AND 20<sup>TH</sup> JUDICIAL DISTRICT**  
**IN AND FOR LEE CO. FLORIDA**

**PATRICK LORNE FARRELL©,**  
**Plaintiff, possessor, Droit-Droit,**  
**vs. G.M.A.C.; WELLS FARGO;**  
**IMPAC SECURED ASSETS, et al**  
**Defendants**

**CASE NO.07-CA-14942**

2012 JUN 18 AM 9:55  
CLERK OF COURT  
LEE COUNTY, FLORIDA

**PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT AND QUIET TITLE**

1. COMES NOW PATRICK LORNE FARRELL© Citizen of **ONE OF** the United States of America, Private Attorney General, Criminal Investigator and Federal Witness, Sovereign American and Secured Party Creditor, who incorporates, by reference, as if fully stated herein, ALL documents and pleadings filed here and in the Federal court since the inception of this case, and moves for final judgment.
2. Plaintiff Patrick Farrell, hereby moves this court for a Summary Judgment, to Quiet Title to the subject property, dismiss case 07-CA-16767, and end these two consolidated cases.
3. **On January 12, 2009** Farrell filed 2:09-CV-16-FTM-29SPC, a 44 page, Federal Class Action Racketeering Lawsuit, against the UNITED STATES for the TARP funds rewarding of banks Fraud, the State of Florida, all banks getting TARP funds [for fraud based home loans, inflated debt demands and Lost Note Affidavits] Law firm/foreclosure mills, and defendants in cases 07-CA-14942 FARRELL vs. GMAC, et al; 07-CA-16767 WELLS FARGO vs. FARRELL and especially, GMAC, WELLS FARGO, IMPAC, COUNTRYWIDE and BANK OF AMERICA, for FRAUD in the origination, Securitization and Foreclosing of loans, using robo-signing, forgery, perjury, etc.
4. Inter Alia, Farrell claimed LOST NOTE AFFIDAVITS, [robo-signed] enjoined systemic fraud, and a MORATORIUM on all foreclosures in the United States should be enjoined, therefrom.
5. **In Jan. 2010**, Farrell filed QUI TAM complaints against GMAC, WELLS FARGO, BANK OF AMERICA for issues of mortgage fraud which resulted in financial penalties by the FED.
6. **In January 2010**, the Fl. Supreme Court, made new law [thanks to Farrell] striking Lost Note Affidavits from cases and requiring verification of documents in foreclosure cases.

7. **In September 2010**, GMAC and BANK OF AMERICA, issued a nationwide MORATORIUM on all foreclosure cases, again thanks to Farrell's prolific complaining to EVERYBODY in the IRS, capacity of Federal finance, Law enforcement, Treasury and the FEDERAL RESERVE.
8. **In October 2010**, the Securities and Exchange Commission announced that Mozilo would pay a record \$22.5-million penalty to settle SEC charges that he and two other former Countrywide executives misled investors as the subprime mortgage crisis emerged. Mozilo also agreed to repay \$45 million in ill-gotten gains for a total of \$67.5 million.
9. **On February 10, 2012**, three years AFTER Farrell exposed the Mortgage industry as a colossal Fraud, the defendant FEDERAL RESERVE BANK, issued public notice of massive financial penalties, for ALL THE ISSUES FARRELL HAS BEEN COMPLAINING ABOUT IN THE ATTACHED QUI TAM COMPLAINTS, STATE AND FEDERAL LAWSUITS, WHICH ENJOINS MORE THAN ADEQUATE NOTICE OF CLAIM.
10. **ALLY BANK**, [formerly GMAC] Docket No. 12-006-CMP-HC and DEO; was fined by the FED for \$310,000,000, for **ILLEGAL ACTIONS** pled by Farrell since 2007.
11. **BANK of AMERICA** [Countrywide] Docket No. 12-007-CMP-HC, was fined \$175,500,000, with other issues of "Hard Money Payments" totaling \$10.5 billion, for **ILLEGAL ACTIONS** pled by Farrell since 2007
12. **WELLS FARGO** Docket No. 12-010-CMP-HC, fined \$87,000,000, other issues of "Hard Money Payments" totaling \$5 billion, for **ILLEGAL ACTIONS** pled by Farrell since 2007.
13. If the defendants simply Honored Farrell's QUI TAM and other complaints that exposed Mortgage and Foreclosure Fraud, which is the basis of the defendant FEDERAL RESERVES recent financial punishment, all present cases AND issues, would be summarily extinguished.
14. **On MAY 14, 2012** GMAC filed for Bankruptcy. Due to the issues Plaintiff has been complaining about multiplied by millions of Fraudulent, illegal, "screwed up" home "loans."
15. Defendant GMAC, is a DEBTOR not a creditor, Farrell is a Creditor, as shown in his ANSWER to the foreclosure complaint, which GMAC did not respond to.
16. Defendants have refused to Mediate with Plaintiff since new counsel in NOV 2010.
17. A recent court hearing to Order a mediation was cancelled due to GMAC filing bankruptcy.
18. Defendant has no valid cause of action to foreclose, and Plaintiff's damages can be mitigated in full by Quiet Title, whereby Plaintiff can sell the home and keep the proceeds from sale.

**19. WHEREFORE,**

20. Grant Summary Judgment and relief by way of release of the lien of WELLS FARGO, Quiet the Title to the home that is the subject matter of this case, and further;
21. ORDER that the Note in the amount of \$ 283,000.00 dated October 11,2005 made by PATRICK FARRELL in favor of PINNACLE FINANCIAL,then IMPAC FUNDING,then WELLS FARGO BANK, shall be and the same is hereby cancelled, voided, nullified, set aside and is of no further force and effect; and further;
22. ORDER that the Mortgage in the amount of \$ 283,0000.00 which secures said Note given by PATRICK FARRELL to Mortgage Electronic Registration Systems Inc. As Nominee For IMPAC and WELLS FARGO dated October 11,2005 and recorded with the Clerk of Lee County on November 9,2005 INSTRU # 2005000110952 page 16, as assigned to WELLS FARGO by Assignment , with the Clerk of Lee County, shall be and the same is hereby vacated, cancelled, released and discharged of record; and further;
23. ORDER that IMPAC and WELLS FARGO, its successors and assigns are hereby barred, prohibited and foreclosed from attempting, in any manner, directly or indirectly, to enforce any provision of the aforesaid Note and Mortgage or any portion thereof as against Patrick Farrell, his heirs or successors; and further;
24. ORDER that the Judgment of Foreclosure & Sale on March 24, 2009 and entered in the Office of the Clerk of Lee County shall be and the same is hereby vacated and set aside; and further;
25. ORDER that the Clerk of Lee County shall cause a copy of this Order & Judgment to be filed in the Land Records so as to effectuate of record each and every one of the provisions hereinabove
26. set forth with respect to cancellation of the instruments and items of record; and further;
27. ORDER that WELLS FARGO shall pay to the Clerk within ten (10) days from the date of entry hereof, any and all fees and costs required to effect cancellation of record of the Note and Mortgage, and any other fees so levied; and further,
28. ORDER that within ten (10) days of the date of entry hereof, WELLS FARGO's counsel shall serve a copy of the Order upon the Clerk of Lee County and Plaintiff Patrick Farrell.
29. ORDER that the Certificate of Title of the subject property to be given to Plaintiff, free and clear of any and all liens and encumbrances.

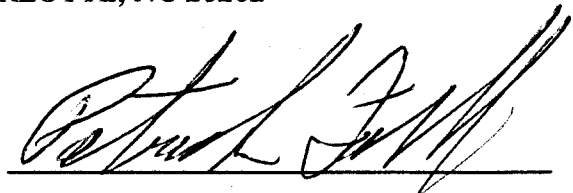
**30. Take Notice of the 20 pages attached concerning GMAC Bankruptcy that were mailed to Plaintiff by Counsel for GMAC bankruptcy case, and court documents.**

**Responsibility disclaimer under U.C.C. 3-301.**

Under Title 42 U.S.C. 1986, for knowledge of the law, venue and jurisdiction of all actions/cases relating to this private contract, are under common law jurisdiction of title 4 U.S.C. 1: American flag of peace of the united States FOR America, referenced under Presidential Executive Order 10834, and under Article 6, section 3, Oath of Fiduciary officers of the court and under Article 4, section 3, no "State" [Judge], shall create a state [area of the BAR] and united States Code Annotated 11, no "Foreign State" [Law of the Flag] shall have jurisdiction over a Sovereign Citizen; [Plaintiff/Affiant/Patrick Farrell] in party, and Article 1, Section 9, Amendment 13, no Titles of nobility [Esquires] under any foreign flag jurisdiction and in breach of the treaty of title 28 U.S.C. 1605, Foreign Sovereign Immunity Act of October 21, 1976 and in breach of the Constitution of the united States for America, will be allowed in the jurisdiction of the case. Breach of contract by any party will cause sanctions under Federal Rules of Civil Procedure Rule 16[t] when the Constitution of the united States for America is surrendered for a foreign State. The Constitution of the united States for America, is made a part of this private Contract [subject matter of case] by reference and in a Real Time, Present tense, state of being.

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY, that a true and correct copy has been sent to the following, by Mail,  
BRADLEY ARANT-100 N. TRYON St. #2690-CHARLOTTE, NC 28202



**Patrick Lorne Farrell**

**in Propria Persona-Attorney In Fact/ Sovereign/Secured Party Creditor  
signed "without the united states" and without prejudice/UCC 1-308**

**UCC-1 Filing # 2007-356-2344-8 [12/22/07]-Wash. St. -DOL-  
2904 NW14th Terrace-Cape Coral, Fl. 33993**

**JUNE 15, 2012**